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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1837.)  
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All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics.

### The Costs of an Adjournment.

MR. JUSTICE RIDLEY's recent announcement, made no doubt in his capacity of senior puisne judge in the King's Bench Division, as to the new practice about to be adopted by that Division, where an application for adjournment or postponement of trial is made to suit the convenience of one party, is scarcely likely to be very popular with either branch of the profession. In the Chancery Division, where nothing except the convenience of counsel is likely to occasion an adjournment, it has long been the practice that a party who applies for an adjournment must pay all the costs incurred by the action having been in the paper for hearing, and not merely the fixed sum of ten shillings for costs of the day: *Lydall v. Martinson* (5 Ch. D. 780). And in both divisions, where the default of a solicitor—such as failure to secure the attendance of witnesses and to supply the court with documents—occasions the delay of a trial, he may be ordered personally to pay the costs so thrown away (Ord. 65, r. 5). But, as a general rule, in the King's Bench Division it has been the practice to treat an adjournment for the convenience of one party only as an ordinary incident of the trial, and to treat the costs so incurred as "costs in the cause," unless some special reason exists for a contrary order. Where counsel are liable to be called away on circuit, and have several cases all coming up in different courts on the same day, as is constantly the case in the King's Bench—especially with fashionable leaders—the necessity for an adjournment arises constantly if parties are to have and keep the services of the counsel they prefer; therefore counsel are usually reluctant to press for costs against an opponent who applies to-day for an indulgence they themselves may want to-morrow. How far the new practice will be successful in getting rid of unnecessary applications for a postponement it is not easy to say; but there is danger of causing grave inconvenience to busy counsel—and to the lay client who wants to retain them—by insisting on the payment of costs in every case by the applicant for postponement of trial or hearing.

### The Office of Wreck Commissioner.

SOME CONFUSION as to the functions and historical status of the office of Wreck Commissioner seems to have been introduced

into the mind of the public by the fact that so distinguished an ex-judge as Lord MERSEY, sometime President of the Probate, Divorce and Admiralty Division, has acceded to the Lord Chancellor's request to act as Wreck Commissioner for the purpose of holding an inquiry into the loss of *The Titanic*. The office is not, as some newspapers seem to suppose, an ancient common law office such as those of Lord High Admiral, Warden of the Cinque Ports, or Warden of the Stannaries. It is simply an appointment which the Lord Chancellor is authorized, by section 477 of the Merchant Shipping Act, 1895, to make from time to time to assist inquiries into shipping casualties under section 466, and into cases of ships placed in distress off British coasts, under section 517 of the same statute. The Lord Chancellor is empowered by the Act to create three such Commissioners and no more, but in practice this jurisdiction is not exercised, since an alternative mode of investigating these cases is provided by the statute. When a shipping casualty takes place within British waters, or in relation to British ships elsewhere but in respect of which there are witnesses found on British soil, then a preliminary inquiry into the attendant circumstances is made by the available coastguard, customs, or other officer nominated by the Board of Trade. This investigation held, the person who undertakes it has power to apply to a Court of Summary Jurisdiction (or stipendiary magistrate) to hold a formal investigation, if he deems it necessary (section 466 (1)). Or this formal investigation may be handed over to a Wreck Commissioner by the Board of Trade if it considers that course more suitable (section 466 (2)). In either case the formal investigation is held in accordance with rules and regulations laid down by the Lord Chancellor by virtue of powers thereto enabling him conferred by section 477 of the Act. The rules at present in force are known as the Shipping Casualty Rules, 1895; and the curious reader will find them printed in Statutory Rules and Orders, 1895, pp. 460-469.

#### The Manning of the Office.

AND LIKEWISE in either case it is provided, by section 466 (3), that the tribunal which holds this formal investigation, whether it be a summary jurisdiction court or Wreck Commissioner, is to be assisted by one or more assessors who have nautical, engineering, or other special skill; they are to be chosen out of a list prepared and approved by the Home Office. Since the office of Wreck Commissioner, notwithstanding the Merchant Shipping Act, has long been without any occupants, and indeed has not been required in view of the alternative tribunal mentioned above, the circumstances which attend its revival at the present juncture will probably make a precedent for its future development. Possibly in days to come it will be employed in cases of grave public importance, and in those cases only. Possibly it will be filled only with judges of high distinction; indeed, it might come to be traditionally offered to an ex-President of the Admiralty Court upon his retirement. Ex-judges, even when the fatigue of court work compels them to resign a regular judicial appointment with its constant routine, nevertheless like from time to time to exercise the rôle of Cadi in some minor post, and will even preside over quarter sessions if nothing better offers itself. If some such prestige and dignity as we predict should attach to the office of Wreck Commissioner as the outcome of Lord MERSEY's appointment, it would be well to confer a similar prestige on the assessors who are to assist him by choosing only eminent men to fill that office. Probably in the statutory committee for the regulation of life-saving appliances, whose constitution is prescribed by the seventeenth schedule of the Merchant Shipping Act, 1895, there are many eminent members of the nautical profession who would prove useful assessors in an inquiry so cognate to a subject which it has been their special duty to study.

#### Notice to Suspend Payment.

AMONG THE acts of bankruptcy which a man can commit is the giving of a "notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts" (Bankruptcy Act, 1883, s. 4 (1) (h)), but numerous cases shew the difficulty of deciding whether a debtor, in communicating his

financial difficulties to his creditors, with a view probably of making arrangements to avoid bankruptcy, has overstepped the limit, and has given notice of intention to suspend payment, and to these has now to be added the decision of PHILLIMORE, J., in *Re a Debtor* (Times, 24th inst.). It is settled that the notice need not specifically refer to suspension of payment. It is enough if the debtor discloses to one or more of his creditors circumstances from which the creditors will naturally understand that he is about to suspend payment; where, for instance, a trader informs his creditors that he is unable to meet his engagements as they fall due, and invites them to a meeting at which a statement of his financial position will be submitted: *Crook v. Morley* (1891, A. C. 316). On the other hand, a mere statement of financial difficulty is not an act of bankruptcy, notwithstanding that the debtor is actually insolvent, if he himself has hopes of tiding over the difficulty. The intention to suspend payment which constitutes the act of bankruptcy must be the debtor's intention at the time, not the probability of what may take place: *Clough v. Samuel* (1905, A. C. 442). And, as PHILLIMORE, J., has held in the present case, the intention to be deduced from a debtor's circular to his creditors may vary according as he is, or is not, a trader. If he is a trader, it seems to be hardly possible for him to frame a circular calling a meeting of creditors without committing an act of bankruptcy. In *Re Dagnall* (1896, 2 Q. B. 407) the circular simply called a meeting of creditors, and requested each to send in his account, yet it was held that this was an act of bankruptcy, because, as VAUGHAN WILLIAMS, J., observed, it would have been dishonest to pay any creditor separately before the meeting. But PHILLIMORE, J., has held, in the present case, that a non-trader is under no such necessity of meeting his debts as they fall due as to make a notice of a meeting to discuss his position an act of bankruptcy in his case. This is grounded on the supposition that non-traders can take credit, while traders cannot—that is, not beyond the limit originally allowed. As to *Re Dagnall* it may be suggested that it begs the question, since there is no objection to the debtor continuing payments unless the notice is, in fact, an act of bankruptcy.

#### A Country Solicitor's Battle with a Great Local Land-owner.

THE DEATH of Mr. JOHN MUSGRAVE, late of Wasdale Hall, Cumberland, removes a man of unique personality, who played a great part in the development of Whitehaven. He commenced life as the son of a poor Cumberland yeoman; he ended it, in his ninety-sixth year, as a country gentleman, a justice of the peace, and a county alderman. In 1832 he was articled to Mr. RICHARD ARMITSTEAD, solicitor, of Whitehaven, and was subsequently taken into partnership by him. At the time of the railway mania Mr. MUSGRAVE and his partner became solicitors to several local lines, and Mr. MUSGRAVE engaged in a lucrative mining enterprise in the neighbourhood of Whitehaven. He soon became a prosperous man. But it was as secretary, and subsequently chairman, of the Whitehaven Town and Harbour Trustees that Mr. MUSGRAVE gained his fame. The combats between him and his adherents and the Earl of LONSDALE and his supporters constitute an important part of the history of Whitehaven. The Earl of LONSDALE of those days—a singularly able and autocratic man, and a great local potentate—as lord of the manor had the right to nominate six representatives on the board of Trustees, and the system of administration by the board was, says the *Carlisle Journal*, nothing short of a public scandal. The method of electing the trustees was a farce, as match sellers figured on the list as "timber sellers," and other qualifications equally absurd were recognized. Lord LONSDALE, as lord of the manor, had the power to veto any resolution of the board, and corruption and tyranny were rampant. Whitehaven was a sort of bye-word for mis-government, and a "town's party" composed of public-spirited and independent inhabitants was formed to prosecute the work of reform. In 1859 a Bill was promoted for that purpose, and Mr. MUSGRAVE gave evidence in its favour. In a modified form it was ultimately passed, and Mr. MUSGRAVE quickly made his presence felt upon the new board, where he acted as proverbial "new broom." He took up an attitude of strong antagonism to the



"Castle party," and was untiring in ferreting out abuses and improving the mode of administration. Personally, Mr. MUSGRAVE was a man of iron constitution, and up to quite recently, notwithstanding his great age, went out shooting and fishing on the Wasdale estate, which he purchased many years ago.

#### The Court of Star Chamber.

THE ISSUE of the *Edinburgh Review* for the present month contains an interesting account of a tribunal which was at one time serviceable in restoring law and order throughout England and was apparently actually popular, but which ultimately became an intolerable engine of oppression. When the court was first created, the country had fallen into a state of chronic disturbance. The preamble to the Act establishing it recited that offences were so prevalent that "the policy and good rule of this realm is almost subdued." To meet this state of things it was provided that the Star Chamber was to punish the misdoers for their wrongful acts after the form and in like manner "as they should and ought to be punished if they were convicted after due order of law." That is to say, as the writer in the *Edinburgh Review* says, the new statutory tribunal was, for this purpose, in effect, to be auxiliary to the existing courts. An instance of the action of the new court in a case in which the common law courts were unable to do justice between man and man, is cited from Mr. LEADAM'S interesting volumes, published by the Selden Society. The Star Chamber was to be composed of the Chancellor, the Treasurer, the Keeper of the Privy Seal, a bishop and a temporal lord of the Council, and the two Chief Justices of the King's Bench and Common Pleas, or in their absence two other justices. Mr. LEADAM considers—and the writer in the *Edinburgh Review* agrees with him—that the King's justices who were summoned to attend the Chamber were advisers only, and not judges of the court. In its origin, therefore, the Star Chamber was a tribunal having definite judges and a particular jurisdiction, and instituted for the purpose of suppressing anarchy and safeguarding the middle and poor classes of the nation. That it was originally used for vindication of popular rights is shewn by the sketch, given in the article under discussion, of the curiously long-drawn-out proceedings—dragged on for more than half a century—by the inhabitants of Thingden against the lord of the manor for enclosing common grounds and pastures. Before long, however, the tribunal lost its original characteristics, and became merely a committee of the King's Council, with an unlimited criminal and civil jurisdiction, ready to pry into all matters, whether small or great. As the writer of the article says, "Within a century a tribunal which had been intended to suppress anarchy, and which had been employed in a popular cause, and especially to safeguard the middle and poor classes of the nation, became the instrument of autocratically minded sovereigns to oppress the very persons whom, no long time before, it had defended." National feeling revolted against it, and it was abolished by the Long Parliament in 1641, after an existence of barely a century and a half.

#### The Immunities of a Trade Union.

REFERRING to our recent observations on the case of *Vacher & Sons v. London Society of Compositors* (ante, p. 442), a learned correspondent, who does not agree with the dissenting judgment of FARWELL, L.J., writes as follows:—"Do not the wide words of the Trade Disputes Act, 1906, preclude the distinction as to libel which was taken in the dissenting judgment of FARWELL, L.J.? Section 4 prohibits generally actions of tort against a trade union. The majority of the court admitted that some limitation must be placed on the words, and VAUGHAN WILLIAMS, L.J.—with whom KENNEDY, L.J., agreed—suggested that the tort, in order to be protected, must be committed by the trade union as such, but this was not enough to exclude them from the Act in the present case. It would exclude from the protection of the Act a libel written against the plaintiff in respect of a matter quite outside the scope of a trade union's purposes, and this is reasonable; but here the alleged libel appears to have been in connection with the treatment by the plaintiffs of their workmen, and both

VAUGHAN WILLIAMS and KENNEDY, L.J.J., held that the matter was within the protection of the Act, and that the name of the trade union should be struck out. FARWELL, L.J., however, declined to carry the protection so far. In his view the statute only contemplates the protection of acts which are *intra vires* the trade union, and he considered that a libel, which assumes the publication of a lie, known to be such, for the purpose of injuring the person libelled, must always be *ultra vires*. But in this respect it might be difficult to draw a distinction between libel and other tortious acts, and the words of the statute exempting from liability for such acts are clear. The learned judge also, by comparing subsection 1 of section 4 with subsection 2, read into the former subsection the qualification of the latter that the tort, in order to be protected, must be committed in contemplation or in furtherance of a trade dispute, and apparently that was not the case in the present instance. This depends, however, upon a somewhat refined interpretation of the provisions of the statute, and it does not seem easy to avoid the broad effect given to them by the majority of the court."

#### The Redemption of Tithe Rent-charges.

THE REPORT of the Board of Agriculture and Fisheries on proceedings under the Tithe, Copyhold, Commons, and other Acts for 1911 contains some interesting information. The general commutation of tithes into tithe rent-charge under the Tithe Act, 1836, resulted in a total tithe rent-charge of £4,054,405. Since that time the extinction of tithe rent-charge by merger or redemption has been proceeding, but at a very slow rate, and in seventy-five years a reduction of barely 8 per cent. has been effected, the present total being £3,700,683. The actual rent-charge depends on the current price of corn, and the drop in wheat from 7s. a bushel in 1835 to about 4s. at the present time, has substantially lowered the septennial averages, so that for tithe rent-charge of £100 at the time of the commutation the sum now payable is £72 14s. 2d. So recently, however, as 1882, the sum payable was above the commuted value. The average value of £100 tithe rent-charge for the whole period since 1835 has been £92 5s. 9d. The report states the circumstances under which either land-owner or tithe-owner is entitled to compulsory redemption of tithe rent-charge. The Board must be satisfied that by reason of the division of the land no further apportionment can be conveniently made, or that unreasonable difficulty or expense is experienced in the collection of the charge; but since compulsory redemption must be at twenty-five times the nominal value, and for over a quarter of a century the annual payments have not exceeded three-fourths of the annual value, land-owners naturally do not like the process. The purchase value works out at about thirty-five years' purchase of the actual yearly amount. In many cases, however, the payments on redemption are merely nominal. In a case in Lancashire, a total amount of £1,000 for redemption had to be collected from 3,000 persons, and about 2,000 of the assessments were for sums of one shilling. If redemption is to proceed at all, some quicker and more equitable method would seem to be advisable. The report also details the proceedings for the year with regard to the regulation of commons. Possibly the Board will some day be able to take field paths and open lands near towns generally under its care, and thus add considerably to its utility.

#### The Liability of a Laundress.

TO DISCOVER that you have left sleeve-links or studs in shirts put aside for the washerwoman is an experience of which many persons have unpleasant recollections. The links or studs may never be traced; the washerwoman may declare that she has never received them, and your servants may assert that they forwarded your linen without any suspicion that its valuable fastenings had not been removed. The owner in such cases will probably blame any person rather than himself, but there may be doubts as to his legal remedy. A case of this description has just arisen in one of the German courts. A lady returning from a ball forgot, when undressing, to remove a diamond ornament in the shape of a star from her robe. The robe was sent to the laundry, and was received by an employee, who mistook the orna-

ment for a fancy button and gave out the dress to be washed. The ornament was lost, and the lady sued the owner of the laundry for damages. The court allowed only a small part of the claim, on the ground that by far the largest share of the responsibility for the loss rested on the lady. It was true that the employee ought to have ascertained whether the ornament was sewn on to the dress or was only fastened to it temporarily with a pin, but it was the duty of the lady, before sending the dress to be washed, to examine the garment thoroughly, in order to ascertain that anything not intended for the wash was removed. To reduce the damages recoverable by the injured party on the ground that he has himself been in fault is opposed to the rule of the English common law, under which a person guilty of contributory negligence cannot recover at all, and savours of the procedure in Admiralty. But it is also a rule of English law, well settled by decisions, that if the negligence of the plaintiff was only remotely connected with the accident, then the question is whether the defendant might not by the exercise of ordinary care have avoided it; and if a jury were of opinion, and found as a fact, that the laundress received the clothing with the studs and links attached to it, they ought, we think, to be directed that the negligence of the plaintiff had not contributed to his loss, so far as to deprive him of the right to recover.

#### Stopping a Cheque.

A CASE recently decided in the Westminster County Court shews that there is much ignorance as to the effect of stopping a cheque. The Bills of Exchange Act, 1882, enacts that the duty and authority of a banker to pay a cheque drawn on him by his customer are determined by countermand of payment, but this countermand does not, of course, discharge the liability of the customer to the person to whom he has handed the cheque. The defendant, in the action above referred to, drew a cheque for £10 in favour of a tradesman who had contracted to do work for him. This cheque was endorsed and handed to the plaintiff. Payment of the cheque was stopped, and the defence was that the person in whose favour it was drawn had failed to complete the work for which it was given. As a general rule, the law applicable to bills of exchange applies to cheques. The acceptor of a bill, in an action by the drawer, may rely on the defence that the consideration for which the bill was accepted has wholly failed, but this defence is not available where the action is by a *bona fide* endorsee for value of the bill. We know, however, that the holder of a cheque does not often endorse it for value like a bill of exchange, and may possibly think that an endorsee of the cheque is in no better position than the original holder. This mistake was pointed out by the county court judge in the recent case, who gave judgment for the plaintiff on proof that the cheque had been endorsed to him and that he had taken it in good faith and for value. The countermand was only equivalent to dishonour of the cheque. The judgment did not, of course, affect any remedy which the defendant might have against the original holder for breach of contract.

#### Extra-Territorial Application of the Workmen's Compensation Act.

ALTHOUGH FOR certain purposes a British ship is regarded in English law as an extension of British territory, this does not mean that a domestic statute will apply to such ships as well as to the United Kingdom, unless it contains some indication that it is intended so to do. This would appear to be the result of the recent decision of the Court of Appeal in *Schwartz v. The India Rubber, &c., Works Co.* (28 T. L. R. 331). A workman, who was in the employment of the respondent company, was sent by them to work at Tenerife. On his way there, he was drowned in the Bay of Biscay, owing to the sinking of the ship in which he was travelling. His dependants claimed compensation on the ground that his death resulted from an "accident" arising "out of" and "in" the course of his employment; and, so far, their claim was undoubtedly good. But, it has already been decided that the Act does not apply outside the United Kingdom, except so far as expressly said to do so, in the case of seamen, by section 7 (*Tomalin v. Pearson*, 1909, 2 K. B. 61); and that decision is, no doubt, good law. In order to substantiate their claim, therefore, since the deceased was not a seaman, the

applicants had to do one of two things. Either they had to shew that every workman who happens to be on board a ship is to be regarded as a member of its crew for the time being—a subtlety which the Master of the Kolls refused to entertain for a moment; or else they had to shew that a British ship is *not* outside the United Kingdom, even if she is a thousand miles from its shores—an ingenious application of the doctrine of "extra-territoriality," which the court rejected.

## Appointment of the Public Trustee by Retiring Trustee.

SECTION 5 of the Public Trustee Act, 1893, provides that the public trustee may be appointed to be a trustee of a will or settlement, either as an original or a new trustee, "in the same cases, and in the same manner, and by the same persons or court, as if he were a private trustee, with this addition, that although the trustees originally appointed were two or more, the public trustee may be appointed a sole trustee." Upon this general declaration of the eligibility of the public trustee the section places two qualifications: first, the public trustee is not to be appointed either as a new or additional trustee where the trust instrument contains a direction to the contrary, unless the court otherwise orders (sub-section 3); and, secondly, notice of any such proposed appointment is to be given, where practicable, to the beneficiaries, and "if any person to whom such notice has been given . . . applies to the court, the court may, if, having regard to the interests of all the beneficiaries, it considers it expedient to do so, make an order prohibiting the appointment being made" (sub-section 4). The first of these qualifications depends on the insertion in the trust instrument of a clause excluding the public trustee, and no practice of inserting such a clause has apparently become general; the second depends on the view taken by the court as to the eligibility of the public trustee, and the recent decision of EVE, J., in *Re Firth* (reported elsewhere) suggests that only in very exceptional cases will beneficiaries be able to prevent his appointment. In other words sub-section 4, although it was apparently intended to be a real check upon the appointment of the public trustee, fails to have that effect.

Hitherto, the only decision on the sub-section has been *Re Hope-Johnstone's Settlement* (53 SOLICITORS' JOURNAL, 321), and although the circumstances there were special, the case seemed to lay down a principle of general application. The settlor had been induced by members of his family to execute a settlement in consideration of a large sum advanced by his sister for the purpose of paying his debts. Under the settlement the trustees had special discretionary powers. Disputes arose between the settlor and the trustees, and the latter expressed their intention of retiring, and appointing the public trustee in their place. PARKER, J., intimated that they were not at liberty to do so, unless they had failed to find any other member of the family who would accept the trust—in other words, the public trustee was eligible as a trustee only in the last resort, when all means of finding a suitable private trustee had failed; but, since the trustees consented to continue to act, it was not necessary to give any actual decision, and it has remained uncertain whether the learned judge was enunciating a general principle, or was dealing only with the particular circumstances of the case.

In the present case of *Re Firth* (*supra*) EVE, J., took the latter view, and consequently he declined to accept *Re Hope-Johnstone's Settlement* as applicable. A testator who died in 1903 appointed three executors and trustees, of whom two renounced. The remaining executor and trustee had acted alone until the present time, but recently he gave notice under section 5 (4) of the Public Trustee Act, 1906, of his intention to retire and appoint the public trustee in his place. The trusts of the will were in favour of the children of the testator for life, and as each died his share was divisible among all the grandchildren then living *per capita*. One child had died, and her share had been distributed. Eight tenants for life were living—three sons and five daughters, the interest of the sons being confined to a small



portion only of the estate, which was worth in the whole about £38,000. There were ten grandchildren, seven of whom were children of a son who predeceased the testator. The opposition to the appointment of the public trustee came from the children of the deceased son and from one tenant for life, a son. The other tenants for life and the remaining three grandchildren supported the appointment. Substantially, therefore, so far as the beneficial interests were concerned, the contest was between tenants for life and the remaindermen, the remaindermen being a contingent class. Part of the estate consisted of a share of a building estate in Bradford, Yorkshire, and there were various investments left by the testator, which required care in realization. An attempt was made to shew that private trustees could realize the estate more efficiently than the public trustee, but there was no strong evidence on this point; and there was no complaint as to the actual administration by the existing trustee. The application was in form a summons to restrain the appointment of the public trustee, and to have new trustees appointed by the court; and the applicants nominated new trustees, but these were not members of the family.

From the words of section 5 (4) quoted above, it appears that the jurisdiction of the court is, under such circumstances, very limited. The court can only interfere to restrain the appointment, "if having regard to the interests of all the beneficiaries it considers it expedient to do so." The Legislature has established the public trustee, and has declared his eligibility as a trustee; hence the court cannot assume that he is not as suitable for the office as a private individual; and as regards the expense of the public trustee, this is a matter, too, which the Legislature has authorized, and it cannot—so we understand *EVE, J.*, to have held—be treated as an objection. In fact, the statute itself prevents the opposing beneficiaries from using the ordinary arguments against the appointment of the public trustee. They may dislike having a public official introduced into matters of a private nature, and they may object to the cost, but these are matters which are involved in the establishment of the public trustee; and since he must be assumed to be as eligible as any other person, they have no weight with the court. *EVE, J.*, who dismissed the application, admitted that there might be trusts of a confidential character where the appointment of the public trustee would be improper; but, as we read his judgment, it is hopeless for a beneficiary to oppose the appointment unless there are circumstances of a very exceptional kind. Moreover, although the applicants were allowed their costs in the present case, this, he said, was not to be treated as a precedent, and future applications would be at the risk of the applicant. The effect is that, where trustees who have the statutory power of appointment desire to retire, they can do so on appointing the public trustee in their place, and the beneficiaries have no control over the appointment. We do not think, however, that this was intended to be the effect of section 5, and it is possible that other judges may be inclined to give greater weight to sub-section 4, so as to include, under the words "having regard to the interests of all the beneficiaries," a consideration of the wishes of a substantial number of them.

It should be added that, apart from the general principles enunciated by *EVE, J.*, and which make the decision important, the special circumstances of the case might have accounted for the result.

## Clauses Providing Against Lapse.

It has been accepted as an apparently necessary principle that a legacy lapses by the death of the legatee in the lifetime of the testator, and so far has the principle been carried that the lapse takes effect notwithstanding that the legacy is given to the legatee and his personal representatives: *Elliott v. Davenport* (3 P. Wms. 83). But the rule is, of course, only a rule of convenience, and the courts might well have held that the gift should be treated as taking effect in favour of persons claiming under the legatee. Whether this would be in accordance with the wishes of the testator depends on circumstances. In the particular case of the legatee being a descendant of the testator dying

in his lifetime, and leaving issue living at the death of the testator, the hardship of the judicial rule is so great, and the consequence so opposed to the probable intention of the testator, that the Legislature has intervened. Thus by section 33 of the Wills Act, 1837, it is provided that under such circumstances the devise or bequest shall not lapse, but shall take effect as if the devisee or legatee had died immediately after the testator, unless the testator has actually excluded this construction. But in other cases, if the testator wishes to avoid the possibility of a lapse, he must himself make suitable provision in his will, and though he cannot make such provision by merely declaring that the legacy shall not lapse, he can do so by substituting another legatee, who is to take in the event of a lapse; and in the recent cases of *Re Clunies-Ross* (ante, p. 252) and *Re Greenwood* (ante, p. 443) it has been held that a clause following the form of section 33 is effectual for this purpose.

As already stated, it is not sufficient to give the legacy to the legatee and his personal representatives. "Though," it was said in *Elliott v. Davenport* (supra), "it might be the intent of the testatrix that the executors of the legatee should have the benefit of the legacy (as probably this is always the intent where a legacy is given to a man, his executors, &c.), yet the law being otherwise such intent must not prevail; for which reason a will that prevents the lapsing of a legacy, by the death of the legatee in the lifetime of the testator, ought to be specially penned." It is, of course, absurd to talk of not allowing the intention of the testator to prevail, for the function of the court is to give effect to this intention, provided the testator attempts nothing unlawful. But while *Elliott v. Davenport* was regarded as very doubtful at the time, it seems to have been accepted on the ground that a mere reference to the personal representatives simply affirms the absolute nature of the gift, just as a devise to a man and his heirs gives him an estate in fee simple. And while, in general, the construction of the legacy is not altered by a provision that it shall not lapse, since there is an ineffectual attempt to override a rule of law, yet such a provision, coupled with a gift to the legatee and his personal representatives, operates to prevent the lapse, and to substitute the personal representatives: *Sibley v. Cook* (3 Atk. 572).

Where, however, in accordance with the dictum in *Elliott v. Davenport* (supra), a will is specially penned so as to avoid a lapse, care must be taken to shew exactly how the legacy is to go in the event of the legatee dying in the lifetime of the testator. In *Re Greenwood* the draftsman had adopted a form of clause which takes section 33 of the Wills Act for a model, and had provided that if certain legatees, who were relations of the testator, should die in his lifetime leaving issue, and any such issue should be living at his death, the benefits given to the legatee so dying should not lapse, but should take effect as if his death had happened immediately after the testator's death. This follows the statute in declaring that the legacy shall not lapse, and to this extent it is technically invalid. The Legislature, as *PARKER, J.*, pointed out, can do anything. If it says that a legacy is not to lapse by the death of the legatee in the lifetime of the testator, then it does not lapse, and the consequences of its non-lapsing follow. The Treasury was quick to find this out, and in *Re Scott* (1901, 1 Q. B. 228) claimed, and claimed successfully, that double death duty was payable, first, in respect of the death of the father, and then in respect of the death of the son who had been a statutory survivor. But, as *PARKER, J.*, further observed, testators cannot, like the Legislature, override the general law, and a mere declaration against lapse is, in itself, useless except as preparatory to the substitutional gift which the testator makes in that event. But clearly he can provide that, if the original legatee predeceases him, the legacy shall go to another named person; and equally he can provide that the legacy shall go to a class of persons such as the children of the legatee who are living at the testator's death. Can he go a step further and, adopting the language of the Wills Act, direct that the legacy shall take effect as if the legatee had died immediately after the testator? It is more usual, perhaps, to direct that the legacy or share of residue, as the case may be, shall vest in the personal representatives of the legatee as part of his personal estate (*Key and Ephinstone*, 9th ed., Vol. II., p. 818), and as to the validity of the bequest in this form there

can be no doubt. The personal representatives are expressly substituted for the legatee, and they become entitled to the legacy as legatees; and since the legacy does not notionally devolve upon the death of the legatee no second duty is payable: *Lord Advocate v. Bogie* (1894, A. C. 83). In this respect the clause has the advantage of section 33: see *Re Scott* (*supra*).

There appears to be no reason, however, why a clause in the statutory form should not be equally effectual, though *Re Gresley's Settlement* (1911, 1 Ch. 358) seems to throw doubt upon it. There a testatrix, in exercise of a general testamentary power of appointment, appointed certain trust funds amongst her brother and sisters, naming them, or such as should be living at the decease of the survivor of herself and her husband; and she provided that if any should die in her lifetime, or in the lifetime of her husband, leaving issue who should be living at the death of the survivor of herself and her husband, the appointment was to take effect as if such brother or sister had died immediately after the death of the survivor. Now here it was perfectly obvious what the testatrix meant. She had taken section 33 of the Wills Act for her model, and had intended to vest the share of the predeceased brother or sister in his or her personal representatives; but SWINFEN EADY, J., held that this had not been, in fact, done. "The testatrix," he said, "has attempted to import and apply [the provisions of section 33] to a case where they are not applicable"—the gift, that is, was not to her issue—"and to give a share to a deceased sister without making a substitutionary gift to the deceased sister's legal personal representatives. It is an attempt to give the share direct to her. The statute is inapplicable, and as there is not any substituted legatee, the gift fails."

In the present case of *Re Greenwood* (*supra*), PARKER, J., distinguished *Re Gresley's Settlement*, on the ground that there was in that case no question of lapse, since the gift was to a class; what the testatrix did was to attempt to enlarge the class by the inclusion of a person who predeceased the testator. "I doubt," he said, "whether such a case can have any bearing at all on the construction of a clause obviously designed to prevent the consequences of a lapse." But this seems to furnish no real ground of distinction. In each case equally the testator is providing against the case of death of the beneficiary in his lifetime. In *Re Gresley's Settlement* this was done, in effect, by including the legal personal representatives of the beneficiary as members of the class to the extent of one share. In *Re Greenwood* it was done in exactly the same way by substituting the legal personal representatives for the deceased legatee.

In the recent case of *Re Clunies-Ross* (*supra*), JOYCE, J., had before him a clause similar to that in the above cases, but it did not, as in *Re Greenwood*, expressly provide against lapse. Such provision, however, as we have already observed, is in itself ineffective if the intention to provide against the beneficiary predeceasing the testator is otherwise clear, and JOYCE, J., made no attempt to distinguish *Re Gresley's Settlement*. He declared himself unable to understand that case as reported, and declined to follow it. In effect, PARKER, J., has adopted the same course, inasmuch as the suggested distinction between *Re Gresley's Settlement* and *Re Greenwood* does not, it is submitted, exist. Hence *Re Gresley's Settlement*, which admittedly violates the intention of the testator, may be regarded as overruled, and in providing against lapse a clause following the form of section 33 of the Wills Act, 1833, is effectual, though it is possible that the analogy of the Wills Act may also apply as regards double death duty, and it is safer expressly to substitute the personal representatives of the deceased legatee.

At a meeting of the Land Values Group, says the *Times*, held at the House of Commons on the 18th inst., Mr. Wedgwood presiding, it was agreed to present a memorial to the Prime Minister and the Chancellor of the Exchequer suggesting certain modifications in the valuation under the Finance Act with the object of hastening its completion and the simplification of the duties on Land Values. The suggestion made is that by excluding from the valuation buildings and machinery the work now estimated to continue till March, 1915, could be completed in six months. The memorial will ask that valuation should be quinquennial, and that the Government valuation should be used by local authorities for purposes of rating.

## Reviews.

### Equity.

AN ANALYSIS OF THE SIXTEENTH EDITION OF SNELL'S PRINCIPLES OF EQUITY. WITH NOTES THEREON. By E. E. BLYTH, B.A., LL.D. (Lond.), Solicitor. TENTH EDITION. Stevens & Haynes.

This analysis, the author states, is intended as a companion to Snell's work, with which it is to be read chapter by chapter. Snell's work was originally, we believe, mainly a condensation of Story, though doubtless the free insertion of modern decisions and its repeated revision by the present editor have obliterated the resemblances to its source; and for the student who has not time or inclination to make his own analysis of Snell, Mr. Blyth's work will be a welcome help. It may be noticed that the points of the cases on such matters as the clog on the equity of redemption and consolidation and tacking are very lucidly stated.

### Stamps.

THE STAMP LAWS AND DUTIES, By JOHN EDWIN PIPER, LL.B. (Lond.), Barrister-at-law, Assistant Solicitor of Inland Revenue. Butterworth & Co.; Shaw & Sons.

This book appears to be a very complete presentment of the Stamp Laws and Duties. It is based mainly on the Stamp Act, 1891, and after an introduction on the history and present state of the duties, the text of that statute is given with full notes and statements of the relevant decisions. Interspersed among the notes are the various amending statutes, and the text of these statutes is also given separately in a later part of the book; but in thus giving the text of the amending Acts the compiler has omitted the obvious convenience of inserting references to the earlier pages, where their subject-matter is treated; and the method in which the amending statutes are introduced is not above criticism. Thus section 8 of the Revenue Act, 1909, was passed in order to overrule *British Electric Traction Co. v. Inland Revenue Commissioners* (1902, 1 K. B. 441), and make covenants in leases for periodical payments other than rent liable to *ad valorem* covenant duty; but the statements of this case at pp. 164 and 255 do not notice this, and treat the case as still law. Nor at p. 76, where section 7 of the Finance Act, 1907, on hire-purchase agreements, is introduced, is there any explanation of why this provision was required. Section 6 of the Finance Act, 1898, relating to stamps on foreclosure orders, is inserted on p. 189, and is then immediately given again on p. 191. A little more care would have enabled Mr. Piper to arrange his materials with better effect; but this criticism does not touch the substantial merits of the book, and the reader will find in it a comprehensive collection of the statutes and digest of the cases. Useful features are the list of special exemptions in Appendix I., and the collection of duties under repealed statutes which is given in Appendix II.

### Books of the Week.

**American Bar Association.**—Report of the Thirty-fourth Annual Meeting of the American Bar Association, held at Boston, Massachusetts, August 29th, 30th, and 31st, 1911. Baltimore.

**Divorce.**—Divorce. By EARL RUSSELL. William Heinemann. **Law Quarterly Review.**—The Law Quarterly Review, edited by the Rt. Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. April, 1912. Stevens & Sons (Limited).

**Digest.**—Butterworth's Quarterly Digest of Reported Cases, from January 1st to April 1st, 1912. Being the First Quarterly Supplement of Butterworth's Fourteen Years' Digest, and containing the Cases decided in the Supreme and other Courts. Edited by HARRY CLOVER, Barrister-at-Law. Butterworth & Co.

## Correspondence.

### Adultery Punished as a Criminal Offence.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to my letter, which you were good enough to publish in your issue of the 13th inst., and to your editorial inquiry as to the source from which the provisions of the Indian Penal Code making adultery a criminal offence were taken, the following notes may assist any of your readers desiring further information on the subject.

From early days of the British occupation of India adultery was recognized as an offence in the Company's courts, and it would seem, from regulation 17 of 1817, section 6, that the Mahomedan law was the basis upon which the law dealing with the subject was founded, as this section provides for "trials before courts of circuit for adultery,



rape, or any other offence within the provisions of the Mahomedan law."

The Indian Law Commissioners, appointed under the presidency of Lord (then Mr.) Macaulay to prepare the original Indian Penal Code, reported in 1837 against the inclusion of adultery as a criminal offence, for the following, amongst other reasons:—

"... the existing laws for the punishment of adultery are altogether inefficacious for the purpose of preventing injured husbands of the higher classes from taking the law into their own hands; secondly, that scarcely any native of the higher classes ever has recourse to the courts of law in a case of adultery for redress against either his wife or her gallant; thirdly, that the husbands who have recourse in cases of adultery to the courts of law are generally poor men whose wives have run away; that these husbands seldom have any delicate feelings about the intrigue, but think themselves injured by the elopement; that they consider their wives as useful members of their small households; that they generally complain, not of the wound given to their affections, not of the stain on their honour, but of the loss of a menial whom they cannot easily replace, and that, generally, their principal object is that the woman may be sent back. The fiction by which seduction is made the subject of an action in the English courts is, it seems, the real gist of most proceedings for adultery in the Mofussil."—(Notes to the "Copy of the Penal Code prepared by the Indian Law Commissioners and published by command of the Governor-General of India; ordered by the House of Commons to be printed August 3rd, 1838," page 117.)

The original draft Code, therefore, contained no provision making adultery a criminal offence.

In 1848 another Commission ("Special Reports of the Indian Law Commissioners, ordered by the House of Commons to be printed May 16th, 1848," page 72), reviewed the findings of their predecessors upon this subject (from which they dissented) at great length, and in conclusion (page 76) they—"would adopt Colonel Sleeman's suggestion as to the punishment of the male offender, limiting it to imprisonment not exceeding five years, instead of seven years allowed at present, and sanctioning the imposition of a fine payable to the husband as an alternative or in addition."

The section (497) of the Indian Penal Code enacted in 1860, to which I referred in my former letter, practically embodies this last recommendation.

Under section 30 of the Frontier Crimes Regulation (1901) the wife is also punishable with imprisonment for a term which may extend to five years or with fine or with both, in districts to which this Regulation applies. Cognizance is not to be taken of an offence under this section unless "a complaint has been made by the husband of the woman, or, in his absence, by a person who had care of the woman on his behalf at the time when the offence was committed."

For a practical treatment of the subject the reader may also be referred to Mr. J. D. Mayne's "Criminal Law of India," 3rd edition, page 869.

April 19.

## The Land Registry—"Absolute" Titles.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Enclosed we send you copy of a correspondence we have recently had with the Registrar with reference to the "absolute" title which the Registrar is urging purchasers to accept. The correspondence will, we believe, prove of interest to the public.

RUBINSTEIN, NASH & Co.

5 and 6, Raymond-buildings, Gray's-inn, W.C., April 23.

The following is the correspondence referred to:—

5 and 6, Raymond-buildings, Gray's-inn, London, W.C.,  
13th April, 1912.

Title No. 178,772.

Dear Sir,—Referring to the offer you have made to give our client the owner an absolute title to the property to be registered under the above number, kindly allow us to explain why we cannot advise our client to accept the offer. As the law stands it appears to us that a first registered proprietor of land with an absolute title does not obtain any indemnity, but on the contrary he becomes responsible for the title for all time.

If, however, you can satisfy us that we are mistaken in our view of the legal position, we shall be very pleased to re-consider your proposal.

—Yours truly,

RUBINSTEIN, NASH & Co.

The Registrar, Land Registry, W.C.

Land Registry, Lincoln's-inn-fields, London, W.C.,  
16th April, 1912.

Title No. 178,772.

Gentlemen,—In reply to your letter of the 13th instant, I am directed by the Registrar to say that though he does not agree with the views you express as to the liability of a first registered proprietor, he trusts

that you will not think him discourteous in declining to discuss them with you.

Instructions have been given that this case shall be completed with possessory title.—I am, Gentlemen, your obedient servant,

HUGH POLLOCK, Assistant Registrar.

Messrs. Rubinstein, Nash & Co.,

5 and 6, Raymond-buildings, Gray's-inn, W.C.

5 and 6, Raymond-buildings, Gray's-inn, London, W.C.,  
18th April, 1912

Title No. 178,772.

Dear Sir,—We have received your letter of the 16th instant, and for which we are obliged.

We note your statement that you do not agree with the views we have expressed as to the liability of a first registered proprietor. May we remind you of the evidence you recently gave before the Royal Commission on Land Transfer and paragraph 37 of the Commissioner's Report? It appears by this paragraph that you suggested that if compensation should become payable to any claimant under a title prior to the absolute title "the first registered proprietor would be liable to make good the amount of the compensation to the Insurance Fund."

We gather you have since changed your views. It would, we think, be right for you to state the grounds which led to the change.—Yours, truly,

RUBINSTEIN, NASH & Co.

The Registrar, Land Registry, Lincoln's-inn-fields, W.C.

Land Registry, Lincoln's-inn-fields, London, W.C.,  
19th April, 1912.

Title No. 178,772.

Gentlemen,—In reply to your letter of the 18th instant, I am directed by the Registrar to say he has nothing to add to my letter of the 16th instant.—I am, Gentlemen, your obedient servant,

HUGH POLLOCK, Assistant Registrar.

Messrs. Rubinstein, Nash & Co.,

5 and 6, Raymond-buildings, Gray's-inn, W.C.

## An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister at-Law.

III. (continued).

(Cases decided since the last Epitome, ante, p. 158.)

(Continued from page 442.)

### (4) DECISION AS TO NOTICE OF ACCIDENT AND CLAIM FOR COMPENSATION.

*Edgerton v. Moore* (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 13th March, 1912).

FACTS.—A workman injured his chest with a pick on 21st July, 1910, but after staying away from work from 22nd to 27th July, worked for another employer until 25th May, 1911. In March he made a note in writing of the date of the accident; in June he told respondent that the doctor had ordered him to the infirmary; on 18th July, 1911, he made a claim in writing; and on 14th August he was operated on for tubercular abscess in the chest. County court judge held notice of accident not given as soon as practicable; also that claim not made within six months, and that this was not caused by mistake or other reasonable cause.

DECISION.—Judge was right on both grounds; obviously omission to claim was not caused by mistake after February, 1911. *Rankine v. Alloa Coal Co.* (41 Sc. L. R. 306) dissented from. (From note taken in court. Case reported *L. J. newspaper*, 23rd March, 1912, p. 198; *W. N.*, 23rd March, 1912, p. 89; *L. T. newspaper*, 30th March, 1912, p. 511.)

### (5) DECISIONS AS TO RECORDING AGREEMENTS, FORMS OF AWARD, AND REDEMPTION OF WEEKLY PAYMENTS.

*Taylor v. London and North-Western Railway* (H.L.: The Lord Chancellor, Lords Atkinson, Shaw and Mersey, 2nd November, 1911, and 19th February, 1912).

FACTS.—A workman met with an accident in February, 1909, and received compensation till March, when he returned to work at full wages. He fell ill in January, 1910, and, attributing the illness to the accident, applied to the county court judge to register a memorandum of agreement. The employers then applied for a review, and the judge made an order terminating the agreement.

DECISION.—Technically the judge had no power to terminate the agreement, but he had power to terminate the payments, which would have the same effect. (From note taken in court. Case reported *Times*, 20th February, 1912; *L. T. newspaper*, 24th February, 1912, p. 394; *W. N.*, 24th February, 1912, p. 53; *SOLICITORS' JOURNAL*, 2nd March, 1912, p. 323.)

**Kendall & Gent (Limited) v. Pennington** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 14th March, 1912).

**FACTS.**—Employers applied to redeem weekly payments, but county court judge refused to make an order, saying it was a bad thing for the workman to redeem.

**DECISION.**—The Act gives a distinct right to an employer to redeem conditioned in various ways. When the conditions are fulfilled the judge has no discretion. (*From note taken in court.* Case reported *L. T. newspaper*, 23rd March, 1912, p. 488.)

**Higgins v. Poulson** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 15th March, 1912).

**FACTS.**—A dock labourer was injured and his employer submitted to an award for 10s. weekly. A dispute arose as to the form of the award, employer claiming the compensation should only be payable during total disablement, workman claiming an award in accordance with Form 24 "to continue during total or partial incapacity," leaving the onus on employer on application to diminish. County court judge made order in Form 24.

**DECISION.**—Form 24 was *intra vires* in this case, and, although its use was discretionary only, judge was wise in adopting it. (*From note taken in court.* Case reported *L. J. newspaper*, 23rd March, 1912, p. 199; *L. T. newspaper*, 23rd March, p. 488; *W. N.*, 23rd March, 1912, p. 90.)

**John Mowlem & Co. (Limited) v. Dunne** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 20th March, 1912).

**FACTS.**—On an application by the employer to reduce the weekly compensation county court judge reduced the amount from £1 to 8s., and ordered the employer to pay the workman's costs. After the court had risen he altered his decision, and gave instructions that the award should be sealed, with no order as to costs, and the workman's solicitor notified. The workman then applied for the award to be altered so as to allow him costs, and the judge did so on the ground that he had no power to alter his decision after the court had risen.

**DECISION.**—Judge has discretion to alter his decision until the award is sealed, but not afterwards except as regards clerical slips under Rule 28 (2). (*From note taken in court.* Case reported *L. T. newspaper*, 30th March, 1912, p. 512; *W. N.*, 30th March, 1912, p. 98; *L. J. newspaper*, 30th March, 1912, p. 217.)

**Popple v. Frodingham Iron and Steel Co. (Limited)** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 21st and 28th March, 1912).

**FACTS.**—Employers agreed to pay a workman who had been injured in an accident 16s. 9d. during total incapacity. Later the workman applied to register the agreement and the registrar referred it to the judge on the ground that he could not decide the question of total incapacity. The judge heard medical evidence, which was to the effect that the workman could do light work, and refused to record the agreement.

**DECISION.**—There is no necessity for a judge to record an agreement which is spent. (*From note taken in court.* Case reported *W. N.*, 6th April, 1912, p. 105; *L. J. newspaper*, 13th April, 1912, p. 242; *L. T. newspaper*, 20th April, 1912, p. 574.)

**Ryan v. Hartley** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 27th March, 1912).

**FACTS.**—A bricklayer fell from a ladder and was injured. County court judge dismissed a claim for compensation on the ground that 35s. had been accepted by him in full settlement. No agreement to accept this sum had been registered.

**DECISION.**—There is nothing to prevent an adult workman accepting at the outset a lump sum in full settlement. Schedule II., 10, only applies when weekly payments have been made and it is agreed to redeem them. (*From note taken in court.* Case reported *L. J. newspaper*, 13th April, 1912, p. 242; *L. T. newspaper*, 20th April, 1912, p. 574; *W. N.*, 20th April, 1912, p. 115.)

#### (6) MISCELLANEOUS DECISIONS.

**Godwin v. Lords Commissioners of the Admiralty** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Farwell, L.JJ., 18th and 20th December, 1911, and 7th February, 1912).

**FACTS.**—Applicant was injured by accidents in May and October, 1906, and paid compensation to end of 1909. In August, 1910, he commenced proceedings for compensation. A scheme of compensation for the employers' workmen had been certified by the Registrar of Friendly Societies, firstly under section 3 of the Act of 1897, under which no ballot of the workmen was required, and then under section 15 (3) of the Act of 1906, and in January, 1908, applicant agreed that the provisions of the scheme should be substituted for those of the Act during the continuance of his employment. No ballot had been taken on re-certification. County court judge held that the scheme was valid without any ballot being taken, and that, as the

scheme provided that the Treasury should decide whether the applicant was incapacitated, his jurisdiction was ousted.

**DECISION** (Fletcher Moulton, L.J., dissenting).—The judge was right. (Case reported *SOLICITORS' JOURNAL*, 24th February, 1912, p. 307; *Times*, 8th February, 1912; *L. T. newspaper*, 17th February, 1912, p. 369; *L. J. newspaper*, 17th February, 1912, p. 107; *W. N.*, 17th February, 1912, p. 45.)

**Ivey v. Ivey** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 12th March, 1912).

**FACTS.**—A miner met with a fatal accident and left a widow and several children as his dependants. A committee representative of a colliery owners' association and a miners' association awarded £292 1s. 7d., which they apportioned among dependants. Eight months later widow died intestate, leaving £72 18s. 2d. of her share in the compensation in the hands of trustees. Application was made on behalf of the younger children for variation of award under Schedule I., 9. Special case stated by committee under Schedule II., 4, for opinion of county court judge, who decided committee had no power to make the order asked for, and the money passed to the legal personal representative.

**DECISION.**—Judge was wrong, as the death of one of several dependants is a change in the circumstances of the various dependants. (*From note taken in court.* Case reported *L. T. newspaper*, 23rd March, 1912, p. 488; *L. J. newspaper*, 23rd March, 1912, p. 198; *W. N.*, 23rd March, 1912, p. 89.)

**Warren v. Roxburgh** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 12th March, 1912).

**FACTS.**—A workman was injured in an accident, and an agreement was come to and registered for the payment of 17s. 3d. weekly during total incapacity. Subsequently employer stopped payments, alleging workman was only partially disabled, and workman applied for leave to issue execution; registrar said he could not try question of incapacity, but gave leave to issue execution. Employer appealed to county court judge, who refused to interfere with registrar's order.

**DECISION.**—Order discharged by consent on intimation from the court that although the appeal in such a case lay properly to the Divisional Court, it would certainly be successful there. (*From note taken in court.* Case reported *L. T. newspaper*, 13th April, 1912, p. 552.)

**Standing v. Eastwood & Co. (Limited)** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 13th March, 1912).

**FACTS.**—Mate on a sailing barge, who was engaged by captain on a basis of profit-sharing, was injured by an accident. Employers had insured him, and he was paid 6s. weekly as compensation, and later 8s. Subsequently proceedings were taken and employers raised the point that he was not a workman within the Act. County court judge held that he was not, but that employers were estopped by their conduct from setting up the defence.

**DECISION.**—There was no estoppel; no agreement can enlarge the scope of a court of a limited jurisdiction. (*From note taken in court.* Case reported *L. T. newspaper*, 23rd March, 1912, p. 487.)

**Tucker v. Oldbury Urban District Council** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 13th and 21st March, 1912).

**FACTS.**—A workman was alleged to have died as the result of an accident. In the arbitration the manager of the employers stated that thirteen days after the accident, seeing the workman's hand bound up, he asked him what was the matter. County court judge held that the workman's answer was inadmissible in evidence. The statement sought to be admitted was that he had a witlow.

**DECISION.**—Judge was right. No claim was made or contemplated at the time the statement was made, so it was not an admission against any pecuniary interest. (*From note taken in court.* Case reported *W. N.*, 30th March, 1912, p. 96; *L. J. newspaper*, 30th March, 1912, p. 215.)

**Mallinder v. Moores & Son (Limited)** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.JJ., 16th March, 1912).

**FACTS.**—A workman contracted mercurial poisoning, an industrial disease covered by the Act, and his employers paid him compensation, but claimed contribution from third parties who had also employed the workman during the past twelve months, and who carried on the same class of business as the employers. The county court judge held that the disease was due to the nature of the employment, but that the employers had failed to prove that the workman's disease was in fact contracted while in the employment of the third parties.

**DECISION.**—The judge confused provisos (2) and (3) of sec. 8 (1) (c) of the Act, and applied the former instead of the latter, which provides for contribution among employers where the disease, as in this case, is contracted by a gradual process. New trial ordered. (*From note taken in court.* Case reported *L. T. newspaper*, 30th March, 1912, p. 512; *W. N.*, 30th March, 1912, p. 97.)



**Schwartz v. India Rubber Gutta Percha Telegraph Works Co. (Limited)** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 20th March, 1912).

**FACTS.**—An electrician was sent by his employers to lay cables in Tenerife, being paid his passage money and £8 monthly while on the voyage in a British ship. The ship was lost with all hands, and county court judge held that death resulted from an accident arising out of and in the course of the employment, but, following *Tomalina v. Pearson* (1909, 2 K. B., 61), that the employers were not liable.

**DECISION.**—The judge was right. As section 7 confers modified rights on particular persons on a British ship, it was impossible to hold that every person on such a ship is within the Act. (From note taken in court. Case reported *L. T. newspaper*, 30th March, 1912, p. 512; *W. N.*, 30th March, 1912, p. 98.)

**Evans v. Gwauncaegurwen Colliery Co. (Limited)** (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 30th March, 1912).

**FACTS.**—A carpenter at a colliery was injured in an accident; he was paid half wages for some time, and then offered light work, which, after trying for a few days, he refused to continue, alleging that the place where he had to work was exposed, and that he was unfit to work there in his enfeebled condition; he offered to try light work in a suitable place. County court judge awarded half wages up to a period six weeks later than the offer of light work, and 6s. weekly after that, but ordered the workman to pay employers' costs.

**DECISION.**—Judge having made an award in favour of workman, it was not competent for him to order him to pay employers' costs. Case sent back for judge to exercise his discretion judicially as to costs. (From note taken in court. Case reported *L. T. newspaper*, 13th April, 1912, p. 552.)

## CASES OF THE WEEK.

### High Court—Chancery Division.

**CARTWRIGHT v. RUSSELL.** Joyce, J. 19th April.

**LEASE—COVENANT NOT TO ALTER PREMISES WITHOUT LANDLORD'S CONSENT—"THE LIKE CONSENT"—CONSENT REASONABLY WITHHELD—BUILDING IN LONDON SQUARE.**

*A lessee covenanted with his lessor not to sublet without the lessor's previous consent in writing, such consent not to be unreasonably withheld, and not "without the like consent" to make any alteration to the demised premises, which consisted of the gardens in the centre of a London square. The lessee subsequently proposed to erect a building in the said square, to which the lessor refused his consent.*

*Held, that the lessor was precluded from withholding his consent unreasonably to any proposed alteration by the lessee, but that in the circumstances his consent to the proposed alteration was reasonably withheld.*

This was a motion by the plaintiff to restrain the defendant from erecting a certain building in the gardens or enclosure of Pembroke-square, Kensington, in breach of certain covenants contained in a sub-lease. The plaintiff, who was the lessee for a term of years of the said enclosure, granted on the 22nd of December, 1898, to the defendant an under-lease of the enclosure, and of certain premises situated at the eastern end thereof, for the residue of his term, except the last ten days thereof, for the purposes of a nursery, the under-lease containing covenants on the part of the under-lessee not to sub-let or assign his interest without the previous consent, in writing, of the lessor, such consent not to be unreasonably withheld, and not "without the like consent" to make any alteration to the plan of the enclosure, nor to make any alteration or addition to the demised premises. Subsequently the defendant acquired the reversion of the plaintiff's lease. At the eastern end of the enclosure was a small shed, twelve feet high, used in connection with tennis-courts which were in the enclosure. In 1912 the defendant, who was a nurseryman, removed this shed, and proceeded to erect at the western end of the enclosure a pavilion, seventeen feet in height, extending across the enclosure, and many times larger than the original shed, such pavilion being intended for use in connection with the tennis-courts, and also for the storage of plants and bulbs and other purposes in connection with the defendant's business. The plaintiff, who was also the owner of certain houses at the western end of Pembroke-square, objected to the erection of the said pavilion, whereupon the defendant proposed to erect it in the centre of the enclosure, instead of at the western end. The pavilion, as originally proposed, was seventy-five yards distant from the nearest houses in Pembroke-square, which were those owned by the plaintiff. The plaintiff moved for an injunction to restrain the erection of the pavilion anywhere within the enclosure, and submitted evidence that such erection would prejudicially affect the letting value of houses in the vicinity, and was objected to by tenants. The defendant contended that, under the covenant, the plaintiff was precluded from unreasonably withholding his consent to any proper alteration which the defendant might make for the successful carrying on of his business, and that his refusal was, in the circumstances, unreasonable. The plaintiff con-

tended that the words in the covenant "the like consent" meant consent in writing previously obtained, and did not by implication include the clause that such consent should not be unreasonably withheld, so that the court was not entitled to consider whether consent was withheld reasonably or not; in any case, however, the refusal of consent was in the circumstances reasonable—*Barrow v. Isaacs* (1891, 1 Q. B. 423).

JOYCE, J., stated the facts, and said: On the construction of the covenant a question is raised as to the meaning of the expression "without the like consent." In my opinion, that expression means not merely that previous consent in writing must be obtained, but also that such consent shall not be unreasonably withheld. The question I then have to consider is, Is the withholding of consent to the erection of the proposed building at the west end of the square unreasonable? The building is considerably higher than the one previously existing, and the tenants of the neighbouring houses, which belong to the sub-lessor, the plaintiff, object. Having regard to that, and to the fact that people may not unreasonably object to the erection of a substantial building in a London square, or to buildings other than such as are necessary for the maintenance of the garden, I am of opinion that in the circumstances the consent is reasonably withheld. The defendant proposes now to erect the building in the middle of the square, and the plaintiff still refuses consent, and, looking at the size of the building proposed, I still think the plaintiff is not acting unreasonably in withholding his consent. Accordingly, there must be an injunction as asked.—COUNSEL, *Beeber*, for the plaintiff; *Sheldon*, for the defendant. SOLICITORS, *Roy & Cartwright*; *Field, Roscoe, & Co.*

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

**Re FIRTH. FIRTH v. LOVERIDGE.** Eve, J. 18th April.

**TRUSTEE—PUBLIC TRUSTEE—APPOINTMENT BY DONEE OF POWER—APPLICATION TO RESTRAIN APPOINTMENT—MAJORITY OF BENEFICIARIES IN FAVOUR OF APPOINTMENT—EXPENSE OF ADMINISTRATION BY PUBLIC TRUSTEE—PUBLIC TRUSTEE ACT, 1906 (6 ED. 7, c. 55), s. 5, SUB-SECTION 4.**

*Where it is proposed to appoint the public trustee as new trustee of a will, and the majority of the beneficiaries are in favour of the appointment, the court will not make an order prohibiting the appointment merely because of the expense, nor because a minority of the beneficiaries consider that it would be better to have the estate administered by private individuals.*

This was an adjourned summons asking that an order might be made under the Public Trustee Act, 1906, section 5 (4), that the defendant be restrained from appointing the public trustee as trustee of a will. The defendant was the sole trustee of the will, and donee of the power to appoint new trustees. He proposed to appoint the public trustee as a new trustee, and had given notice under the Act to all the persons beneficially entitled of the proposed appointment. A large majority of the beneficiaries were in favour of the appointment, but a few were desirous of having the estate administered by private individuals. The trust estate was valued at about £40,000, and consisted partly of a building estate. It was stated that the expense of administering the estate by the public trustee would amount to about £160. The minority of the beneficiaries now applied to restrain the appointment of the public trustee on the ground of expense, and on the ground that it would be better to have the estate administered by private individuals. The case of *Re Hope Johnstone's Settlement Trusts* (25 T. L. R. 369) was referred to. The Public Trustee Act, 1906, section 5 (4), provides that the court may, if having regard to the interests of all the beneficiaries it considers it expedient to do so, make an order prohibiting the appointment being made.

EVE, J.—The testator appointed three persons trustees of his will, but of those three persons only one, the defendant Loveridge, proved the will. He was, therefore, the sole trustee, and still remains so. The beneficiaries are unanimously of opinion that new trustees, or a new trustee, should be appointed, and the defendant, having power to nominate new trustees, proposes to appoint the public trustee to act as trustee of the will in his place. He has accordingly given notice under section 5 (4) of the Public Trustee Act, 1906, to all the persons beneficially interested, of the proposed appointment of the public trustee as a new trustee of the will. Some of the beneficiaries, however, are desirous of appointing private individuals as trustees, and they now seek to prohibit the defendant from making the appointment. In considering the question, the court must have regard to the interests of all the beneficiaries and the nature of the trust estate. That estate consists partly of a building estate known as the Shipley property, part of which has been sold, and the rest is unrealized. The residuary estate amounts to about £30,000. The persons beneficially interested in the income of the property are several tenants for life, all of whom, except one, desire the appointment of the public trustee, and resist this application. The persons entitled in remainder are contingently entitled, and their number may be largely increased. There are ten already in *case*, six of whom support the present application, but two of those six have mortgaged their interests. The evidence in support of the application consists of an affidavit by a young lady, twenty-one years of age. There is no other evidence or materials on which the application is based. Shortly, the evidence only amounts to this, that in the opinion of the applicants it would be better to have the estate administered by private individuals. It was said that part of the trust property being a building estate, it would be advisable to appoint an expert, such as a surveyor, but I

think that would be dangerous experiment. Then it was said that another reason why the public trustee should not be appointed was the expense which would be entailed. But as regards income, almost all those upon whom the expense will fall support the appointment of the public trustee, and as regards corpus, the expense will purchase absolute security for the remaindermen, and, regarded in the light of an insurance, I think the premium represented by the expense would be an exceedingly moderate one for the security. Above and beyond all that the sub-section in question must be read as part of the Act which contemplates that the appointment of the public trustee involves, *ex necessitate*, a certain amount of expense. Further, it was urged on behalf of the applicants that the summons ought to stand over, in order to see if any private individuals could be found who would accept the administration of the trusts, and that the court ought not to allow the donee of the power to disregard the wishes of the minority of the beneficiaries. But that course might give rise to difficulty if the donee of the power objected to appoint the proposed new trustees, and it is doubtful if the court could force him to do so. The real answer, however, to the applicants' contention is the fact that the donee has already failed to find any suitable person to accept the trust. I must, therefore, dispose of the application, and I do so by dismissing the summons.—COUNSEL, *Jessel, K.C.*, and *Lightwood: P. O. Lawrence, K.C.*, and *Cann; Ingpen, K.C.*, and *Ribton*. SOLICITORS, *H. Reid Sharran; Johnson, Weatherall, & Sturt*, for *Wade, Bilborough, Tetley, & Co.*; *Bradford; A. G. Maskell*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## CASES OF LAST SITTINGS.

### High Court—Chancery Division.

**Re EUSTACE, LEE v. McMILLAN.** Swinfen Eady, J. 6th March.

ADMINISTRATION—FOLLOWING ASSETS—SECURED CREDITOR—EQUITABLE RIGHT—ACQUIESCENCE—LAPSE OF TIME—DELAY NOT AMOUNTING TO LACHES.

Where mortgagees of a deceased mortgagor have neither actively assented to the distribution of the estate nor prejudiced by their conduct the beneficiaries in realization, mere delay is not in itself a bar to their commencing a creditors' administration action to enforce their security by following the assets.

On the 4th of February, 1882, Robert Eustace mortgaged a freehold house to the plaintiff for £700, and covenanted to pay the principal and interest. On the 20th of August, 1897, the mortgagor conveyed the equity of redemption to the defendant, McMillan, in consideration of £200 and the usual covenant for indemnity. On the 30th of August, 1897, the mortgagor died, having by his will, dated the 16th of May, 1894, appointed the defendant McMillan his executrix, and having devised and bequeathed his property to her in trust to sell the same, and pay his debts, funeral and testamentary expenses, and to hold the surplus in trust for his wife for life, with remainder to his children, the defendants, McMillan and R. J. Eustace, and two others in equal shares. The will was proved on the 21st of October, 1897. On the 15th of February, 1898, the defendant McMillan sent the plaintiff a cheque for the interest due on the 4th of February, and on the 17th of February she wrote informing him of her father's death, and of the previous transfer to herself of the equity of redemption. She then continued to pay interest up to the 4th of August, 1910, after which no interest was paid. In the meantime part of the estate was sold, and the debts other than the plaintiff's debt, and certain mortgaged debts on the unsold property, were paid, and, the testator's widow having died on the 5th of December, 1898, the rest of the property, consisting mainly of leaseholds, subject to mortgages, was in September, 1899, divided in specie between the defendants McMillan and R. J. Eustace, and the other two children. Some of these leaseholds were still held by the defendant, R. J. Eustace. On the 5th of October, 1910, the plaintiff gave the defendant, McMillan, notice to pay off the mortgage, and on the 7th of June, 1911, the same being still unpaid, he commenced a creditors' administration action, asking to have the mortgage realized, and any deficiency made good out of the testator's assets, and an account against the defendants, McMillan and R. J. Eustace, in respect of the assets received. The other two children were not made defendants, as the plaintiff had been unable to trace them. The defendant, McMillan, did not dispute the plaintiff's claim, and did not appear at the hearing. The defendant, R. J. Eustace, submitted that the plaintiff had been guilty of delay and laches, and that it would be inequitable to allow him now to follow the assets. Counsel for the defendant relied on the case of *Blake v. Gale* (1866, 32 Ch. D. 571), and also referred to *Ridgway v. Newstead* (1861, 3 De G. F. & J. 474). Counsel for the plaintiff contended that mere delay could not be a bar to the mortgagee enforcing his rights, unless it could be shewn that, having omitted to enforce his rights for a long period, the circumstances were so changed as to make it inequitable for him to come to the court for assistance. He referred to *Leahy v. De Moleyns* (1896, 1 Ir. R. 206).

SWINFEN EADY J., after stating the facts, said: In my opinion the plaintiff has not lost by his conduct the rights which, as mortgagee, he always had, to proceed against the original mortgagor or his estate

on the covenants contained in the mortgage deed. Up to eighteen months ago the plaintiff had received his interest regularly, and there was no obligation on him to take proceedings to enforce his security. Delay alone did not amount to laches, so as to prevent a creditor asserting his equitable right to follow assets: *Blake v. Gale* (1866, 32 Ch. D. 571, 578) and *Leahy v. De Moleyns* (1896, 1 Ir. R. 206). In the present case there was nothing beyond delay. In *Blake v. Gale* the mortgagees had actively assented to the distribution of the estate, and in *Ridgway v. Newstead* (1861, 3 De G. F. & J. 474) the position of the beneficiaries was altered and prejudiced by the conduct of the mortgagees in delaying the realization of a mortgage on a leasehold brewery, which was a wasting security, with a large part of the value dependent on the goodwill. There was no special circumstance of that sort in the present case, and the plaintiff was, therefore, entitled to the relief he asked.—COUNSEL, *Hon. E. C. Macnaghten K.C.*, and *Ribton; Edward Ford*. SOLICITORS *Rye & Eyre; C. W. Dommett & Son*.

[Reported by L. M. MAY, Barrister-at-Law.]

### Re CAVENDISH AND ARNOLD'S CONTRACT. Re THE VENDOR AND PURCHASER ACT, 1874. Neville, J. 7th March.

VENDOR AND PURCHASER—EXECUTOR'S POWER OVER REALTY—SALE OF SURFACE—MINERALS RESERVED—SANCTION OF COURT—WHEN NECESSARY—LAND TRANSFER ACT, 1897 (60 & 61 VICT., c. 65), s. 2 (2)—TRUSTEE ACT, 1893 (56 & 57 VICT., c. 53), s. 44—TRUSTEE ACT, 1893, AMENDMENT ACT, 1894—THE CONFIRMATION OF SALES ACT (25 & 26 VICT., c. 108), s. 2.

The power of an executor over the real estate of his testator is, since the Land Transfer Act, enlarged, and he has now the same power in dealing with it as he previously had in dealing with the personal estate. His power of realizing the estate for the benefit of creditors is paramount to the provisions of the will. The phrase trustee "or other person" in section 44 of the Trustee Act, 1893, does not include an executor.

The late Earl of Cawdor was the owner of certain freehold estates in Carmarthenshire, and by his will appointed Cavendish his executor. The earl died in February, 1911, and in September Cavendish, who was his surviving executor, put up parts of the testator's real estate for sale by public auction in lots, subject to particulars and conditions of sale, and one Arnold became the purchaser at the sale of lot 13. At the foot of the description of lot 13 in the particulars there was a note stating that all the minerals, except a stone quarry, were reserved, and the general stipulations annexed to the particulars stated that the vendor was selling as the surviving executor of the testator, and that, where against any lot the minerals were stated to be reserved, the mines and minerals under such lot were reserved, with full powers, rights and easements, to the vendor and his successors in title to search for, work, get and carry away the same, and with power to let down the surface, making due compensation for the same. The purchaser's sixth requisition on the title raised the point that the vendor could not sell the surface apart from the minerals without obtaining the sanction of the court under section 44 of the Trustee Act, 1893, as amended by section 1 of the Trustee Act, 1893, Amendment Act, 1894. The vendor relied on his powers as executor under section 2 (2) of the Land Transfer Act, 1897, and on the purchaser insisting on his objection took out a summons under the Vendor and Purchaser Act, 1874, for an order that the requisition was sufficiently answered, and that a good title was shewn. Counsel for the purchaser relied on section 44 of the Trustee Act, 1893, as amended by section 1 of the Trustee Act, 1893, Amendment Act, 1894, and the case of *Buckley v. Howell* (1861, 29 Beav. 546). Counsel for the vendor contended that the executor's right to sell for the benefit of the creditors was paramount to any provisions of the will.

NEVILLE, J., after reciting the facts, said that the jurisdiction of an executor over his testator's estate for administrative purposes had been enlarged by sub-section 2 of section 2 of the Land Transfer Act, so that he now had the same power of dealing with it as he previously had over the personal estate for the purpose of paying the debts of the testator. He had an absolute power to sell the real estate, and could sell it in lots, and could sell the surface, reserving the minerals if he chose. The phrase trustee, "or other person," in section 2 of the Confirmation of Sales Act, 1862, as amended by the Trustee Act, 1894, did not include an executor. Those enactments obviously dealt with persons claiming to act under the instrument creating the trust or power; but an executor only took his nomination as executor from his testator, and his power to realize the estate for the benefit of creditors was paramount to the provisions of the will. The vendor therefore had made out a good title.—COUNSEL, *F. E. Farrer; J. G. Wood*. SOLICITORS, *Farrer & Co.; Helder, Roberts, & Co.*, for *David Jennings, Llanelly*.

[Reported by L. M. MAY, Barrister-at-Law.]

At the Marylebone Police Court, on the 22nd inst., says the *Evening Standard*, during the investigation of a case in which a man who declined to give his name and address was charged with stealing a diamond ring value £20, the prisoner called the magistrate's attention to the fact that he was being sketched. The magistrate told the artist that as the prisoner objected, he must desist. He afterwards added that in this instance, as the man refused his name, the sketch might have led to the discovery who he was.



## Law Students' Journal.

### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—April 23.—Chairman, Mr. W. S. Jones.—The subject for debate was: "That the compulsory registration of title as at present existing in the county of London should be extended to the whole kingdom." Mr. P. B. Skeels opened in the affirmative, Mr. A. Horner seconded in the affirmative; Mr. S. J. Rubinstein opened in the negative, Mr. W. M. Pleadwell seconded in the negative. The following members continued the debate: Messrs. J. F. Chadwick and F. Burgis. The motion was lost by one vote.

## Site Values under the Finance Act.

A case which raised a general question in the administration of the Finance Act, 1910, in regard to the ascertaining of increment value for the assessment of increment value duty has, says the *Times*, been decided by the Lands Valuation Appeal Court in Edinburgh, and the judgments were issued last week, deciding that the word "value" could not mean a *minus* value. The East of Scotland branch of the Land Union recently obtained the opinion of counsel to the effect that the *minus* quantity site values under the Finance Act were illegal. The Inland Revenue Authorities took the opposite view, and the Union resolved upon a test case. The appellants were George Herbert, of Pollokshields, and others the testamentary trustees of the late George Herbert, who lived at Milngavie. They objected to the original assessable site value, fixed provisionally at *minus* £545, on their property in West End, Park Street, Glasgow, on the ground that the amount was insufficient, and that it should be stated as *nil*. The Commissioners of Inland Revenue held the objections incompetent, and the Reference Committee remitted the matter to Mr. Thomas Binnie, jun., one of the referees under the Act. Mr. Binnie determined (1) that the original assessable site value of the land was *minus* £545, but, if it should be decided that a *minus* original assessable site value was illegal under the Act, then he alternatively determined (2) that the original assessable site value of the land was *nil*. Certain figures were agreed upon. By section 25 (4) "the assessable site value of land means the total value after deducting (a) the same amount as is to be deducted for the purpose of arriving at full site value from gross value." Deducting £4,320 (the amount to be deducted for the purpose of arriving at full site value from gross value) from £3,775 (the original total value) left an original assessable site value of *minus* £545. The appellants before the referee insisted that the Act did not allow of the original assessable site value's being fixed at a *minus* quantity. The referee did not agree with that view. Lord Johnston gave judgment that Mr. Binnie's first decision was wrong, and that the alternative decision was right, affirming that the original assessable site value was *nil*. The appellants were found entitled to expenses. The question was whether the general provisions of the Act were consistent with a literal or rather an algebraic application of its twenty-fifth section, by which in many cases assessable site value, which was the basis for the calculation of increment value, might be found to be mathematically a *minus* quantity. The site value was just the value of the owner's interest in the site. That might be *nil*, but it could not be a *minus* quantity. It was conceived of as an assessable value. An assessable value must be positive and not a negative value. It might be that the value of the owner's interest in the site was reduced to *nil* by reason of the predominating value of the fixed charge. It might in time come nearer to meeting the fixed charge and yet still be *nil*. Yet the court could not find ground in the intention and scope of the statute for the implication that the value of the owner's interest was here to be stated not at its true value *nil*, but at the amount of the deficiency to meet the fixed charge or at a *minus* quantity.

Lord Salvesen concurred. He said that he proceeded mainly upon the ground that the language of the statute must be construed according to the ordinary and popular meaning of the word used, and that the word "value" could not include a *minus* value. He could not gather that the word "value" was to have a mathematical or technical meaning as distinguished from its ordinary signification. Lord Cullen also concurred.

## Obituary.

### Mr. O. F. Daniel.

The death is announced of Mr. Owen Fisher Daniel, of Ramsgate, solicitor and notary. He was admitted in 1862, having in his youth served as a midshipman during the Crimean War, and subsequently held a commission in the East Kent Rifles. He was local adviser to the Board of Trade, and joint clerk to the Ramsgate and St. Lawrence Burial Board. He carried on business with Mr. Henry Kenyon Daniel and Mr. Walter John Daniel, under the firm of O. K. & W. Daniel.

The Government Bankruptcy Bill, on which we commented last week, was read a first time in the House of Lords on Wednesday last.

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## Legal News.

### Appointments.

Mr. FREDERICK HUGH MACKENZIE CORBET, barrister-at-law, has been appointed Advocate-General for the Presidency of Madras. Mr. Corbet was called to the Bar in 1897.

Mr. F. BRINSLEY-HARPER, J.P., solicitor (of the firm of Messrs. Lumley & Lumley), has been appointed a Commissioner in England of the Provinces of Saskatchewan, Manitoba, and Alberta, Canada.

### Changes in Partnerships, &c.

#### Dissolutions.

ARTHUR PAYNE and HENRY SHORROCKS, solicitors (T. E. Jones, Payne, & Shorrocks), Manchester. March 30. The said Arthur Payne will continue to practise under his own name. [*Gazette*, April 19.]

WILLIAM WILLOUGHBY BRIGGS and CHARLES JAMES ERNEST CROSSE, solicitors (Briggs & Crosse), Manchester. April 6. The said William Willoughby Briggs will continue to practise at 9, St. James's-square, Manchester, with Mr. Alfred Whitworth, under the style of Briggs, Crosse and Whitworth.

JOHN EDWARD WASE RIDER, BERESFORD RIMINGTON HEATON, and ROBERT AINGER WIGRAM, solicitors (Rider, Heaton, & Wigram), 8, New-square, Lincoln's-inn, London. April 20. The said John Edward Wase Rider and Beresford Rimington Heaton will continue to carry on business in partnership at the same address. [*Gazette*, April 23.]

### General.

The Lord Chief Justice has been sitting since Tuesday in the Divisional Court of the King's Bench Division.

Mr. Justice Bucknill, who sentenced Seddon, says the *Evening Standard*, received upwards of 200 letters from people expressing their views upon his summing-up in the case. Only six of those correspondents signed their names; the rest were anonymous.

The sittings of the Judicial Committee of the Privy Council were resumed this week. Their list of appeals, says the *Times*, includes twelve from India, five from the Colonies, and three from Canada. There are four judgments for delivery in cases heard before the Easter vacation.

The Austrian Court of Appeal has, says the *Evening Standard*, declared the will of a landowner, Frau Rosalie Mayer, invalid because one of the three witnesses was convicted of theft thirty-two years ago. This decision has caused the demand to be raised that the Austrian law, which renders "criminals" incapable of attesting wills, should be modified by the enactment of some time limit, as otherwise it will be impossible for anyone to be sure about the validity of his will unless he knows the whole life history of all the three witnesses who are necessary.

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The following gentlemen have been appointed King's Counsel to His Majesty in Scotland, namely:—Mr. Philip Francis Wood, Advocate; Mr. Alastair O. M. Mackenzie, Advocate, Sheriff of Inverness, Elgin and Nairn; Mr. W. Lyon Mackenzie, Advocate, Sheriff of Ayrshire; Mr. William Chree, Advocate; Mr. Alexander Moncrieff, Advocate, and Mr. H. P. Macmillan, Advocate.

Mr. Justice Madden, who returned to the Irish bench on the 22nd inst., after a prolonged and serious illness, was congratulated by the members of the Bar on his restoration to health. In his reply, Mr. Justice Madden said that the congratulations he had received were but one other mark of the invariable kindness which the members of the Bar had always shewn to him.

Two public university lectures will be given at University College by M. Henri Fromageot, Docteur en droit, on "Codification of Law," on Wednesday, the 1st of May, and Friday, the 3rd of May, at 5 p.m.; and a course of four public lectures on "Comparative Legal Procedure as illustrated by Trials (English and Foreign)" by Professor Sir John Macdonell will begin on Wednesday, the 8th of May, at 5.30 p.m.

The death is announced of Mr. R. M. A. Branson, a well-known Bombay barrister. Called to the Bar in 1865, Mr. Branson, says the *Times*, went out to Bombay very soon afterwards. He made a special study of the appellate and criminal side of court work, and for the last thirty years at least he has been regarded as the leader of the profession in these branches. Practising both in the district courts and at headquarters, he made a very large income, and was engaged in many famous cases. In 1874 he was associated with the late Serjeant Ballantine in the defence of Maharaja Mulhar Rao, Gaekwar of Baroda, against the charge of attempting to poison the British Resident. As acting Advocate-General of Bombay, he conducted the last trial of Bal Gangadhar Tilak for sedition.

Under a Royal Warrant it is ordered that the Chairman of the Scottish Land Court shall be designated for life by the style and title of "Lord" with the prefix "Honourable," by which style and title a judge of the Court of Session is commonly known and addressed. Also that his wife shall be entitled to assume and use the title "Lady," and to continue to use the same during the life of her husband and after his death so long as she remains a widow. The Chairman is to take rank among the Lords of Session according to seniority of appointment; and his wife shall in like manner have the precedence accorded to wives of Knights Bachelor and wives of senators of the College of Justice, who take precedence among themselves according to the dates of their husbands' creation or appointment.

Mr. Arthur Denman, who is Clerk of Assize of the South-Eastern Circuit, has furnished, says a writer in the *Globe*, in a contribution to *Notes and Queries*, some interesting information about the Society of the Clerks of Assize, which even some of those who go circuit most regularly may be surprised to learn was established as long ago as 1678. The society, which in olden days appears to have met most frequently at the White Hart Tavern, in Holborn, and the Divell Tavern, in Fleet-street, appears to have been mainly convivial in its objects. Of 1729 it is sorrowfully recorded that "being a Poore Yeare, there was noe Eatinge nor Drinkinge," while the records of other years contain much by way of praise or condemnation of the fare at the inns at which the society met. One hostility—the "Bull Head Tavern, neere St. Dunstan's Church, in fleet-street"—moved the members of the society to wrath. "The company hit 5 and d . . . is sett upon the howse by the Clerks of the Assizes, the Bill being very unreasonable"—so runs an early entry in the records. From these records of the society Mr. Denman, who is a son of the late Mr. Justice Denman, has compiled a list of the Clerks of Assize of the various circuits during the past 234 years.

On the 22nd inst., in the House of Commons, Mr. Martin asked the Attorney-General if he would state what judges in the King's Bench Division had sat on Saturdays, and on what Saturdays, since the Prime Minister promised last session that such a course would be taken; and whether the appointment of two additional judges last year had the effect of overtaking the arrears in the King's Bench Division, as pro-

mised, and, if not, would he explain why. The Attorney-General said: The judges of the King's Bench Division have sat on Saturdays whenever it was possible. When on circuit, which occupies about half the time of the judges, they sit on Saturdays and generally through the whole day except when travelling from one circuit town to another. In London three judges who are not engaged in the work of the Court of Criminal Appeal sit on Saturdays unless arrangements have been made for giving extra time on the preceding days of the week. Further, it not infrequently happens that judges sit late on Fridays in order to save expense and to relieve the jurors and the parties and witnesses from the necessity of attending an inquiry. The appointment of two additional judges resulted in a marked overtaking of the arrears in the King's Bench Division until the Hilary sittings of this year, when arrears commenced to accumulate, the explanation being the death of one judge, the illness of another who has since resigned, and the temporary illness of the Lord Chief Justice. Mr. Martin: Will the right hon. gentleman give the information specifically asked for as to what judges sat on Saturdays and on what Saturdays? The Attorney-General: Certainly; if my hon. friend will put down a question as to London sittings, I shall be happy to give it. I have that information, but not as regards sittings on circuit.

Subject to the authority of the General Court, the Committee of the Infant Orphan Asylum, Wanstead, hope to be able to receive twenty-five children (eligible by the rules) who have become orphans through the disaster to *The Titanic*.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton-street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINEN EADY.	
Monday April 29	Mr Goldschmidt	Mr Groswell	Mr Church	Mr Bloxam	
Tuesday . . . . . 30	Borror	Bloxam	Farnor	Beal	
Wednesday May 1	Leach	Beal	Goldschmidt	Synges	
Thursday . . . . . 2	Church	Borror	Leach	Farnor	
Friday . . . . . 3	Synges	Goldschmidt	Borror	Church	
Saturday . . . . . 4	Farnor	Leach	Groswell	Goldschmidt	
Date,	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice FARRER.	Mr. Justice EADY.	
Monday April 29	Mr Farnor	Mr Beal	Mr Borror	Mr Leach	
Tuesday . . . . . 30	Synges	Groswell	Groswell	Goldschmidt	
Wednesday, May 1	Bloxam	Borror	Leach	Groswell	
Thursday . . . . . 2	Goldschmidt	Synges	Beal	Groswell	
Friday . . . . . 3	Leach	Farnor	Bloxam	Beal	
Saturday . . . . . 4	Church	Bloxam	Synges	Borror	

## The Property Mart.

### Forthcoming Auction Sales.

- May 7.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Leasehold Premises, Freehold Town House, Freehold Residence, and Building Land, &c. (see advertisement, page iv, April 13).
- May 7.—Messrs. DUBENHAM, TEWSON, RICHARDSON & Co., at the Mart, at 2: Freehold and Leasehold Warehouses (see advertisement, page iii, April 13).
- May 8.—Messrs. HAMPTON & SONS, at the Mart, at 2: Leases, &c. (see advertisement, back page, April 23).
- May 8.—Messrs. EDWIN FOX, BOURFIELD, BURNETTS & BARNLEY, at the Mart: Freeholds and Leaseholds (see advertisement, back page, this week).
- May 9.—Mr. JOSEPH STOWER, at the Mart, at 2: Freehold Estates, Residences, Building Sites, &c. (see advertisement, page iii, this week).
- May 13 and July.—Messrs. DRIVER, JONES & Co: Estates, &c. (see advertisement, back page, April 6 and 13).
- May 15.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2, Freehold Town Properties, Agricultural Estates, Ground Rents, &c. (see advertisement, page iii, March 23).
- May 15.—Messrs. TROLOPE, at the Mart, Freehold Estate (see advertisement, page iii, April 6).
- May 20.—Messrs. JONES, LANG & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).
- May 20.—Messrs. TECKETT & SON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).



## Winding-up Notices.

London Gazette.—FRIDAY, April 19.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

CAULDON (BROWN-WESTHEAD, MOORE & CO.), LTD.—Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to Frederick Tinker Woolley, 71, King-street, Manchester, liquidator.

EDWARD, BRUNNER, LTD.—Petition for winding up, presented April 17, directed to be heard before Mr. Justice Swinfen Eady, on April 30. Travers, Smith, Braithwaite & Co., 4, Throgmorton av., solvers for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of April 29.

GAINER AND CAMBRIDGE (BATH), LTD.—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to H. Whitney Smith, Bank Chambers, Quiet st, Bath. Arthur E. Withy, Bath, solver for the liquidator.

PHOTO-STAMP SYNDICATE, LTD.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to W. Hanson Broom, 40, Dartmouth rd, Forest Hill.

HYLANDS, LTD.—Creditors are required to lodge with A. E. Tilley particulars of their claims before May 1.

URALLA GOLD DREDGING CO., LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl Davies & Co, Great James st, Bedford row, solvers for the liquidator.

ZAMBESIA COPPER CO., LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to J. J. Sneedon, Flusbury pvt house, liquidator.

London Gazette.—TUESDAY, April 23.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

CASTLETON MINING SYNDICATE, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 10, to send in their names and addresses, and particulars of their debts or claims to Arthur Goddard and Laurence G. Oldfield, 46 & 47, London Wall, liquidators.

CENTRAL LONDON PROPERTY SYNDICATE, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Ernest William Gundry, 7, Great Winchester st. Hasties, Lincoln's inn fields, solvers to the liquidator.

J. W. JOHNSON & CO., LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Charles Thomas Appleby, 28, Corporation st, Birmingham, liquidator.

NORTH KENT CORN STORES, LTD.—Petition for winding up, presented Feb. 27, directed to be heard at the Court House, Buryat at Greenwich, at 10.30. Bolton, Johnson & Co., 2, Temple gdn, solvers for the petition. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 2.

PEAR SPINNING CO., LTD.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Mr. Gilbert Paul Norton, Station bldg, Huddersfield. Robert Innes, Manchester, solver for the liquidator.

PETERBOROUGH CITY GARAGE CO., LTD. (IN LIQUIDATION).—Creditors are required on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to John R. Smart, Queen st, Peterborough, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 19.

EDUARDO, LTD.  
DAY STEREO-TYPING CO., LTD.  
DUPLEX SCOOT, LTD.  
RUBBER TYRES, LTD.  
ZAMBESIA COPPER CO., LTD.  
PHOTO STAMP SYNDICATE, LTD.  
JOHN NELSON LLOYD, LTD.  
KENT AND LACBY, LTD.  
C. K. EVELING, LTD.  
SOUTHERN SEA RINKERIES, LTD.  
SEAN TUG HOTAFER, LTD.  
SEAN TUG GIPSY KING, LTD.  
G. AND T. EARLE, LTD.  
WESTON BOYD & CO., LTD.  
EYTON WHEEL, LTD.  
ANGLO-EGYPTIAN SPINNING AND WEAVING CO., LTD.  
PENWITH STEAMSHIP CO., LTD.  
NATIONAL PROVINCIAL DEVELOPMENT CO., LTD.  
JOHN LINDBERGER AND CO., LTD.  
DROGHMORE CO., LTD.  
NUMBER 3 BOAR'S HEAD HOTEL MUTUAL INVESTMENT SOCIETY, LTD.  
HANNITE, LTD.  
STARCROSS STEAMSHIP CO., LTD.  
STEEL AXLE BOX AND GENERAL SYNDICATE, LTD.  
STASSANO ELECTRO STEEL AND FURNACE CO., LTD.  
LIVERPOOL INTERNATIONAL EXHIBITION (1912) CO., LTD.  
BLINDON, LTD.  
URALLA GOLD DREDGING CO., LTD. (Reconstruction.)  
TANDHO SYNDICATE, LTD.  
FRENTH & POOCK, LTD.  
SWITCHGEAR CO., LTD.

London Gazette.—TUESDAY, April 23.

K. M. SYNDICATE, LTD.  
DECORATIVE PRINTERS, LTD.  
MARSHALL BAY CO., LTD.  
CENTRAL ENGINEERING CO., LTD.  
COUNTY CHEMICAL (CORTENHALL) CO., LTD.  
HINDLEY & WILKINSON, LTD.  
NEW FOUNDERS ASSOCIATION, LTD.  
SUTCLIFFE BROS., LTD.  
T. HARRIS & CO., LTD.  
LUT-TYPER, LTD.  
RUBBER TYRE CO., LTD.  
REUBEN ENGINEERING CO., LTD.  
ABERDEYFORTH TOWNS HALL CO., LTD.  
FARMERS' MUTUAL INSURANCE CO., LTD.  
MILFORD DEVELOPMENT SYNDICATE, LTD.  
MERTHYR TELEGRAPH PRINTING, LTD.  
WEST INDIES MOTOR HAULAGE, LTD.  
REED EXPLORATION SYNDICATE, LTD.  
OPERATORS TRUST, LTD. (Reconstruction.)

HOWARD HOULDER, ROWAT & CO., LTD.  
MARRIOTT & STEWART, LTD.  
PHARMACEUTICAL DEFENCE, LTD.  
UNION JACK OF RHODESIA, LTD.  
SEVEN SISTERS' COLLIERY CO., LTD.  
WILLIAM ROBERTS & CO (BIRMINGHAM), LTD.

## Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 19.

WILKINSON, ALFRED BRISTOW, Hyde, Chester April 30 Leckie v Wilkinson, Joyce, J Welford, Manchester

London Gazette.—FRIDAY, April 19.

YOUNG, ANDREW ARTHUR, Franscham, Norfolk, Farmer May 24 Young v Young, Master at Chambers, Room No 630, Royal Courts Matthews, Swaffham

London Gazette.—TUESDAY, April 23.

ALEXANDER, HENRY ADDISON, Montreal, Canada, Barrister at law May 31 Thorman v Speed, Master at Chambers, Room No 253, Royal Courts Speed, Sackville at Piccadilly

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 19.

ATKINSON, ELLEN, Aughton, Lancs May 20 Sampson & Co, Liverpool  
ATWOOD, GEORGE, Stogursey, nr Bridgewater May 16 G & A Marshall, New sq, Lincoln's inn

BAIRD, THOMAS, Wirksworth, Derby May 10 Talbot & Co, Burton on Trent  
BALDWIN, SELINA, Ashton upon Lyne May 19 Hurst & Hewitt, Ashton upon Lyne

BARBER, BARBARA AGNES, Kendal, Westmorland May 13 Lancaster, Jesmond  
ARRETT, ANDREW, Church st, Chelsea June 1 Allen & Son, Carlisle st, Soho sq

BATCHELOR, JOHN, Dagnall Rectory, Buckingham, Pig Dealer May 20 Benning & Son, Dunstable  
BATEY, JOHN, Silcroft, Cumberland, Farm Labourer May 19 Lawrence, Millom

BEMROSE, LADY CHARLOTTE, Lonsdale hill, Derby May 24 Moody & Woolley, Derby  
BEMROSE, SIR HENRY HOWE KNIGHT, Derby May 31 Moody & Woolley, Derby

BLACKBURN, ROBERT GEORGE, Wellington st, Strand May 23 Templeton & Cox, King's Bench walk  
BRIDGEN, FRANCIS, Crown hill, Norwood, Corn Dealer May 10 Lamb & Co, Iron-monger in

BROWN, HUGH, Turners bldgs, Millbank Estate, Westminster May 17 Dutton, Tachbrook st, Finsbury  
BROWN, JOHN, North Cray, Kent, Farmer May 20 Barlett & Son, Bush in

BROWN, WILLIAM, Beckenham, Kent May 23 White & Leonard, Bank bldgs, Ludgate circus  
BURNELL, J. H., Worpleston April 30 Roffell, Guildford

CARMAN, ALFRED, Ely, Cambridgeshire, General Smith May 20 Hall & Campbell, Ely  
COLE, JON, York, Sculptor May 1 Brown & Elmhurst, York

CORTI, SARAH, Moss Side, Manchester May 18 Lloyd & Davies, Manchester  
CU-LIFFE, Rt Hon Lady ALEXANDRA VICTORIA, Butler's Cross, Bucks May 18 Beachcroft & Co, Theobald's rd

DAVIDSON, GEORGE, Sunderland, Brewer's Labourer May 4 Graham & Co, Sunderland  
DEBENHAM, EDWIN WESLEY, Gaskell st, Clapham May 18 Bulcraig & Davis, Donington House, Norfolk at

DUMERGUE, MARIE ADELINE, Westbourne ter, Hyde Park June 1 Tomlin & Cailly, Old Burlington st

EDWARDS, LIZZIE AGUSTA, Edgbaston, Birmingham May 31 Sherwin, Birmingham  
ELLIOTT, SIR CHARLES ALFRED KCSI, Wimbledon May 20 Fitzhugh & Co, Brighton

FELL, ARCHIBALD OTTO CHARLES, Bristol May 17 Bischoff & Co, Great Winchester st  
FORD, EDWARD, Ladywood, Birmingham, Engineer May 31 Sherwin, Birmingham

FRESHNEY, GEORGE HENRY, Beaton, Norris, Lancs, Builder May 18 Lloyd & Davies, Manchester  
GARLAND, ROBERT CHAPMAN, Potternorton, Leeds June 1 Parr & Co, Leeds

GATHORNE-HARDY, HON RALPH CECIL LIND, Crausbrook, Kent May 15 Evans & Co, Gray's Inn sq

GIBSON, CATHERINE, Garston, Lancs May 17 Husband & Son, Liverpool  
GIBSON, FREDERICK JAMES, Rhyll, Flint, Hotel keeper May 1 Ganlin, Rhyll

GILLIES, WILLIAM, Bacon st, Bethnal Green, Lodging House Proprietor May 31 Wood & Wootton, Fish st, hill

GLANVILLE, ANN, Birmingham May 31 Sherwin, Birmingham  
HARRISON, ANNA, Newcastle upon Tyne May 20 Dickinson & Co, Newcastle upon Tyne

HAYES, ALICE MAUD, Amersham, Bucks May 1 Harrison & Sons, Welshpool  
HITCHCOCK, JOHN SAMUEL PIKE, Exeter June 1 Gould, Exeter

HOPKINS, AUSTIN HAMLEY, Stoddridge st, Fulham May 20 Pettiver & Peakes, College hill  
HORE, FREDERICK WILLOUGHBY RANKEN, West Farleigh, Kent May 20 Hores & Co, Lincoln's inn fields

HOTHERSALL, RICHARD, Preston May 22 Clarke & Son, Preston  
HUTCHINSON, HENRY ORMEROD, Prestwich, Cotton Spinner May 25 Taylor & Co, Manchester

JAMES, WILLIAM DODGE, CVO, Bryanston sq June 1 Atkey & Co, Sackville st, Piccadilly  
JOHNSON, ELIZABETH, Leicester May 25 Jones, Saltney, Chester

JOYSON, FANNY HOWARD, Cloughton, Birkenhead May 18 Cleaver & Co, Liverpool  
KECK, CHRISTOPHER HEINRICH, Fenchurch st, Merchant May 31 Beck, East India av

KERSHAW, ALICE, Levenshulme, Manchester May 18 Lloyd & Davies, Manchester  
KITCHEN, REGINALD LORD, Hoyton, nr Liverpool May 17 J & T Eastham, Clitheroe

KNIGHT, EMILY, Clitheroe rd, Clapham May 30 Darley & Co John st, Bedford row  
LEE, ISABELLA, Exeter May 31 Parkes & Co, Exeter

LEES, ELIZABETH, Blackpool May 16 Butcher, Blackpool  
LOVELL, YOUNG JAMES, Marlow, Bucks, Builder May 31 Burton & Co, Surrey st

MCGREW, ISABELLA, New York, United States of America May 31 Gush & Co, Finsbury circus  
MARSHALL, WILLIAM JAMES, Burton upon Trent, Draughtsman May 15 Drewry & Newbold, Burton upon Trent

MURRAY, JAMES MURRAY, Ryder st, Saint James's May 19 Kekewich & Co, Suffolk in

PAGE, SARAH, All Green, Worcester May 31 Walford, Birmingham

PATTISON, JOHN, Harrogate, Carter May 20 Chippendale, Harrogate

PETERSEN, LUDWIG FRITZ JOHANN, Pohl, Gussasus, Russia, Mercantile Clerk May 23 Goldberg & Co, West st, Finsbury circus

PHILLIPS, Mary Margaret, Bournemouth June 1 Nairne, Crosby sq

PHILP, MARTHA SUSAN, Oxford st May 20 Pettiver & Peakes, College hill

FOOTLETHWAITE, JAMES, Kirkby in Furness, Lancaster May 17 Clark & Sons, Brough  
 FOUNDED, WILLIAM EDWARD, Fenchurch st, Shipping Agent June 1 Savery & Stevens  
 FEN CH, Fenchurch st  
 PRATT, JOHN JOSEPH RICHARDSON, Riccall, Yorks, Timber Merchant June 8 Wood,  
 York  
 QUEEN, ALFRED THOMAS, Challock, nr Ashford, Kent, Farmer May 25 Tassell & Son,  
 Faversham  
 ROONEY, SAMUEL, Rhosce, Glam, Architect May 20 Guy, Cardiff  
 ROWE, CAROLINE, Lamington Spa, Warwick May 21 Passman, Lamington Spa  
 ROWLANDS, TAMPLES, Sebastopol, Mon May 21 Watkins & Co, Pontypool  
 RANDOM, HERBERT MACQUE, Monument st, Solicitor May 31 Parker, Monument st  
 SCOTT, SIR HENRY HALL, Hipsburn, Northumberland May 31 Wilkinson & Marshall,  
 Newcastle upon Tyne  
 SELIM, ADOLPHUS, Mincing In June 10 Felin & Co, Mincing In  
 SMERTON, JANE, Hendon, Middx June 1 Barr & Co, Leeds  
 SMITH, CHARLES, Liverpool May 15 Laces & Co, Liverpool  
 SMITH, SARAH, Liverpool May 19 Holley, Liverpool  
 STANLEY, JAMES, Beckford, Glos June 1 Coley & Coley, Birmingham  
 STANFIELD, WILLIAM, Sidcup, Kent May 21 Bartlett & Son, Bush In  
 STEWART, Right Hon JOHN, Earl of Cranbrook, Cranbrook, Kent May 15 Evans &  
 Co, Gray's Inn st  
 SUDRON, THOMAS, Hull June 1 Locking & Co, Hull  
 THORNTON, GEORGE, Mirdfield Yorks May 31 Wilson & Totham, Mirdfield  
 TIPPLE, HANNAH WINDEVER, Fyland rd, Highbury May 30 Pontifex & Co, Andrew-  
 st, Holborn circus  
 TREMEWAN, WILLIAM, St Agnes, Cornwall May 8 Hancock, Truro  
 WERR, CHARLES, Chand er's Ford, Hants May 27 Bailey & White, Eastleigh  
 WERR, WILLIAM ALEXANDER, Calne, Wilts, Grocer July 31 Gough & Son, Calne, Wilts  
 WELCH, ALFRED PHIPPS, Bridgnorth, Salop May 18 Heath & Hamilton, Stone b'dgs,  
 Lincoln's Inn  
 WHITEHEAD, SMITH, Bingley, Yorks June 1 Weatherhead & Knowles, Bingley  
 WILKINSON, CAROLINE CARTER, Middleton rd, Kingsland June 1 Savery & Stevens,  
 Fen ch, Fenchurch st  
 WILLAN, JAMES, Western Hill, Durham May 16 Mawson, Durham  
 WILLES, DAME GEORGINA MATILDA JOSEPHINE, Cadogan sq May 30 Surman & Co,  
 Lincoln's Inn fields  
 WILLIAMS, CHARLES CROFTS, Llanishen, Glam May 15 Spencers & Evans, C. rdif  
 WILLIAMSON, THOMAS, Stalybridge, Chester May 6 Thompson, Stalybridge  
 YULE, DAVID CRAWFORD, York May 30 Munby & Scott, York

#### London Gazette.—TUESDAY, April 23.

ATKINSON, ISABELLA, Kendal, Westmorland May 31 Bolton & Bolton, Kendal  
 BERNSTEIN, AARON, West Cromwell rd, Kennington June 10 Ullithorne & Co, Gray's  
 Inn pl  
 BIRD, JOHN, Huntspill, Somerset, Farmer June 23 Board & Stilling, Burnham, Somerset  
 BONNER, WILLIAM, Park rd, Leyton, Watchmaker June 8 Daniell & Glover, Great  
 Winchester st  
 BUSH, ANELIA FRANCES, Selhurst rd, South Norwood June 4 Tabbs, Aldersgate st  
 CASTLE, ADA ELIZABETH LESLIE, Burnah, India May 18 Sanderson & Co, Queen Vic-  
 toria st  
 CHUTE, JAMES MACREARY, Bristol June 1 Evans & Taylor, Bristol  
 COLLARD, WILLIAM LARRY, Heath Kent, Farmer June 20 Mowll & Mowll, Canterbury  
 COLLINS, JOSEPH, Saundersfoot, Pembroke May 31 Roberts & Mathias, Narberth  
 COOK, SARAH ANN, Leicester May 31 Green & Son, Howden, East Yorks  
 DANIEL, HELEN, York June 1 Kay, York

DENSTON, ALFRED DULSTEN TOOLBY, Ascot, Berks, Commercial Agent May 21 Wright  
 & Marshall, Birmingham  
 DICKSON, MARGARET, Maghull, Lancs June 4 Wilkison & Marshall, Newcastle upon  
 Tyne  
 DONALDSON, FREDERICK LEVENTON, Yarmouth, Isle of Wight May 19 Donaldson,  
 Bloomsbury pl  
 DRAY FREDERICK, Heathfield, Sussex, Saddler May 30 Sprott & Sons, Mayfield,  
 Sussex  
 DUMRELL, ALBERT EDWARD, Eastbourne May 31 Mayo, Eastbourne  
 EARDLEY, ROSE ELLEN, Fenton, Stafford, OT Beerseller May 28 Ash, Stoke on Trent  
 FENDER, JANET, Berwick upon Tweed May 25 Sanderson & Weatherhead, Berwick upon  
 Tweed  
 FLEMING, JEMIMA, Handsworth, Staffs May 31 Williams & Son, Birmingham  
 FOXTON, JOHN, Helmsley, Yorks Hotel Proprietor May 21 Pearson & Russell, Helmsley  
 GRIFFITHS, WILLIAM, Llanthangol Gneur Glys, Cardigan May 31 Smith & Co, Aberyst-  
 wyth  
 HARPER, MARY, Eastbourne May 31 Mayo, Eastbourne  
 HARRIES, ROBERT, Gledholt, Huddersfield, Draper May 31 Brook, Huddersfield  
 HENDERSON, ISABELLA Gateshead, Durham May 31 H & A Swinburne, Gateshead  
 HEWITT, THOMAS, Felling on Tyne May 16 Bennett & Maddison, Newcastle upon  
 Tyne  
 HEWLETT, WILLIAM OXENHAM, Harrow on the Hill June 1 Hewlett & Co, Raymond  
 b'dgs  
 HINCHLIFFE, GEORGE, Lowell, Middx June 7 Boddington & Bond, Warwick  
 HUSBANDS, WILLIAM, Belton, Leicester, Farmer June 10 Bartlett & Co, Loughborough  
 JANKINSON, HANNAH, Brunswick mans, Handel st May 18 Moon & Co, Lincoln's Inn  
 fields  
 LEE, PERCY NORTHROP, Paignton, Devon May 30 Roberts, Paignton  
 LIGHT, FRANCIS SARAH, Cazenove rd, Stoke Newington June 1 Simmons, Finsbury  
 MILLAR, HENRY EDWARD, Hampstead Heath May 23 Bandle & Hobrow, Basing-  
 hall st  
 PIGOTT, WILLIAM, Mattock In, Ealing May 31 Hughes, Edgware rd  
 PORTER, ERNEST, Burford gins, Palmers Green May 19 Atkey & Co, Sackville st,  
 Piccadilly  
 POWELL, EDWARD, Cusop Hay, Hereford May 31 Syrett & Sons, Finsbury pvt  
 RICHES, WILLIAM PYMER, Stoke Ferry, Norfolk, Builder May 12 Mellor, Downham  
 Market  
 ROSS, ANDREW, Manchester, Hoist Attendant May 20 Bond & Son, Manchester  
 ROUGHHEAD, JAMES HENRY, Birkenhead, Accountant May 30 Labron & Co, Liver-  
 pool  
 SMITH, ANN, Cotton Hill Institution, nr Stafford June 24 Hand & Co, Stafford  
 STANTON, REV WILLIAM DARKE, Toddington, Glos June 30 Stanton & Hudson,  
 Cannon st  
 SUMNER, JOHN, Wigan, Sanitary Inspector May 1 Gitson, Wigan  
 SYMONS, ALBERT ERNEST, Swansea, Builder May 23 Hartland & Co, Swansea  
 TANGREY, ANNE, Landon Hills, Essex June 1 Bellord & Co, Waterloo pl  
 THOMAS, ELIZABETH ISABELLA BOWEN, Llynwheilig, Carmarthen May 31 Shilton &  
 Co, St Austell, Cornwall  
 THORNTON, JOSEPH, Navarino rd, Dalston, Insurance Agent May 31 Syrett & Sons,  
 Finsbury pvt  
 TYSON, MARGARET, Liverpool June 1 Snowball & Co, Liverpool  
 TYSON, ROBERT ALBERT WILLIAM, Liverpool, Wholesale Chandler June 1 Snowball &  
 Co, Liverpool  
 WALKER, MARY, Stalybridge, Chester May 24 Bardsley, Ashton under Lyne  
 YORK, GEORGE WILLIAM, Birmingham, Assistant Schoolmaster May 21 Wright &  
 Marshall, Birmingham

## Bankruptcy Notices.

London Gazette.—FRIDAY, April 19.

### RECEIVING ORDERS.

ALLISON, WILLIAM FRANCIS, Nottingham, Ironmonger  
 Nottingham Pet April 15 Ord April 15  
 APPLEYARD, WILLIAM MANSAN, Great Grimby Great  
 Grimby Pet April 16 Ord April 16  
 ARMSTRAD, MATTHEW JOHN, Cambridge, Tailor Cambridge  
 Pet April 15 Ord April 15  
 BAILEY, FRANK BASA, and ELIZABETH BAILEY, Boston,  
 Lincs, Vandy Goods Dealers Boston Pet April 13  
 Ord April 13  
 BAINBRIDGE, ROBERT ELLIS, Saltburn by the Sea,  
 Yorks, Grocer Middlebrough Pet Mar 29 Ord  
 April 11  
 BENCH, SAMUEL, Forton, Stafford Stafford Pet April 1  
 Ord April 15  
 BICKHAM, JAMES, Nelson, Glass, Boot Repairer Ponty-  
 pridd Pet April 17 Ord April 17  
 BLOOM, LOUIS JOSEPH, Newington Green rd, Islington,  
 Provision Merchant High Court Pet Mar 12 Ord  
 April 16  
 BONEYMAN, FRANCES C, Park st High Court Pet Oct 4  
 Ord Jan 23  
 BOXER, JOHN, Whitwick, Leicester, Fishmonger Burton  
 on Trent Pet April 17 Ord April 17  
 BRAID, MARY LIZZIE, Norwich Norwich Pet April 17  
 Ord April 17

BYRON, AUGUSTUS WILLIAM, Park View Hotel, Hyde Park  
 corner High Court Pet April 16 Ord April 16  
 CASTLE, GEORGE, Bicester, Oxford, Baker Oxford Pet  
 April 16 Ord April 16  
 COLE, LEO A G M, Elgin'ay High Court Pet  
 Mar 29 Ord April 16  
 COOPER & Co, P, Cannon st High Court Pet Mar 14 Ord  
 April 16  
 CRAWFORD, JOHN JAMES, South Shields, Builder Newcastle  
 upon Tyne Pet April 15 Ord April 15  
 DAVIES, WILLIAM, DAVIES, WILFRED and EDWARD DAVIES,  
 Weymouth, Coal Merchants Dorchester Pet April 17  
 Ord April 17  
 DAYTONS, JOHN GEORGE, Attercliffe, Sheffield, Blacksmith  
 Sheffield Pet April 17 Ord April 17  
 DOSTREL, LOUIS, Gray's Inn rd High Court Pet April 16  
 Ord April 17  
 EDWARDS, HENRY, Rotherham, Yorks, Lodging House  
 Keeper Sheffield Pet April 15 Ord April 15  
 GALE FRANK, Burton Latimer, Northampton, Coal  
 Merchant Northampton Pet April 16 Ord April 16  
 GARRER, DAVID, Kettleborough, Suffolk, Farmer Ipswich  
 Pet April 16 Ord April 16  
 GOULDING, JESSE, Newcastle under Lyme, House Decorator  
 Hanley Pet April 15 Ord April 15  
 HALLETT, HARRY, Castleford, Yorks, Newagent Wakefield  
 Pet April 15 Ord April 15  
 HARRER, RICHARD, Pontefract, Yorks, Butcher's Manager  
 Wakefield Pet April 15 Ord April 15  
 HERMISTON, FRANCIS ALLEN, Hexthorpe, Doncaster, Journey-  
 man Wheelwright Sheffield Pet April 15 Ord April  
 15

KIMPTON, HERBERT, Birchington on Sea, Kent, Enquiry  
 Agent Brighton Pet Mar 21 Ord April 15  
 KING, JOHN CALLARD, Torquay, Newagent Exeter Pet  
 April 16 Ord April 16  
 LEWY, M T, Morning ls, Hackney, Boot Manufacturer  
 High Court Pet Mar 21 Ord April 10  
 MCNAIR, ANDREW, Stockton on Tees, Draper Stockton on  
 Tees Pet Mar 16 Ord April 15  
 MARLEN, HERBERT HERBY, Chippenham, Wilts Bath Pet  
 April 16 Ord April 16  
 NEWTON, JOHN, Sandown, I of W, Coal Merchant New-  
 port Pet April 3 Ord April 16  
 REGAN, JOHN, Huddersfield, Innkeeper Huddersfield Pet  
 April 17 Ord April 17  
 RHODES, PHILIP, Chelmsford, Butcher Chelmsford Pet  
 April 16 Ord April 16  
 ROBINSON, THOMAS, Everton, Liverpool, Dairyman Liver-  
 pool Pet Mar 23 Ord April 17  
 ROVE, CHARLES, Jarvis Brook, Sussex, Nurseryman Tun-  
 bridge Wells Pet Mar 11 Ord April 15  
 ROSSALL, CHARLES MERRITT, Stockbridge, Hants, Horse  
 Trainer Southampton Pet Mar 27 Ord April 17  
 TAYLOR, GEORGE HENRY, Dorchester, Dorset Dorchester  
 Pet April 3 Ord April 15  
 WALBY, JOHN JAMES, Ruyas Harold, Hereford, Builder  
 Hereford Pet April 15 Ord April 15  
 WHITAKER, A LINDA, Pump st, Temple, Barrister at  
 Law High Court Pet Jan 15 Ord April 4  
 WOODCOCK, HENRY, Bridlington, Yorks, Baker Scar-  
 borough Pet Mar 27 Ord April 16  
 YOUNG, HENRY, Devizes, Wilts, Hairdresser Bath Pet  
 April 16 Ord April 16

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Amended Notice substituted for that published in the London Gazette of April 12:

STONE, WILLIAM LEIGH JAMES HENRY, Ilford, Essex.  
 Private Secretary Chelmsford Pet Feb 23 Ord April 10

## FIRST MEETINGS.

BAIRNBRIDGE, ROBERT ELLIS, Saltburn by the Sea, Yorks.  
 Grocer April 29 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough.  
 BIRD, H. GABRIEL, East Dereham, Norfolk, Captain April 27 at 1.15 Off Rec, 8, King st, Norwich.  
 BLACKMAN, RUSSELL THOMAS, Gillingham, Kent, Auctioneer April 29 at 3.15 115, High st, Rochester.  
 BLOOM, LOUIS JOSEPH, Newington Green rd, Islington, Provision Merchant April 29 at 12 Bankruptcy bldgs, Carey st.  
 BONYMAN, FRANCIS C, Park st April 30 at 1 Bankruptcy bldgs, Carey st.  
 BYRON, AUGUSTUS WILLIAM, Hyde Park corner April 29 at 11 Bankruptcy bldgs, Carey st.  
 CARRAN, GEORGE, Flinders rd, Bedford Park, Middd. Hotel Attendant April 29 at 12 Off Rec, 14, Bedford Row.  
 COLE, Lieut A G M, Elgin st, Elgin av April 29 at 1 Bankruptcy bldgs, Carey st.  
 COLLIER, HARRY SAMUEL, Pembroke, Licensed Victualler April 27 at 11.30 Off Rec, 14, Commercial st, Newport, Mon.

COOPER & Co, P, Cannon st April 30 at 11 Bankruptcy bldgs, Carey st.  
 DOSTER, LOUIS, Gray's Inn rd April 30 at 12 Bankruptcy bldgs, Carey st.  
 GOULDING, JAMES, Newcastle under Lyme, House Decorator April 29 at 3 Off Rec, King st, Newcastle, Staffs.  
 HALLERT, HARRY, Castleford, Yorks, Newsagent April 30 at 12.30 Off Rec, 21, King st, Wakefield.  
 HAMPSON, JOHN EDWARD, Buxton, Derbyshire, Rent Collector April 30 at 11.45 Off Rec, 6, Vernon st, Stockport.  
 HARKER, RICHARD, Castleford, Yorks, Butcher's Manager April 30 at 11 Off Rec, 21, King st, Wakefield.  
 HEWITT, THOMAS JAMES, King's Norton, Birmingham, Baker May 1 at 12 Ruskin chambers, 191, Corporation st, Birmingham.  
 HUNT, WILLIAM THOMPSON, Stockport, Cheshire, Furniture Dealer April 30 at 12.15 Off Rec, 6, Vernon st, Stockport.  
 KIMPTON, HENRIET, Birchington on Sea, Kent, Equiry Agent April 30 at 2.30 Off Rec, 12a, Marlborough pl, Brighton.  
 KING, EMERY, Biggleswade, Beds, Carpenter April 29 at 12 Off Rec, The Parade, Northampton.  
 KING, JOHN CALLARD, Torquay, Newsagent April 29 at 11 Off Rec, 9, Bedford circus, Exeter.  
 MACHIN, ALFRED WILLIAM, Nechells, Birmingham, Butcher May 1 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham.

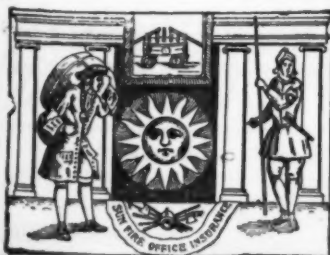
NEWTON, EDWIN THOMAS, Chatham, Cabinet Maker Apr 29 at 3.30 115, High st, Rochester.  
 OVERTON, JAMES, Woodhall Spa, Lincoln, Auctioneer April 29 at 12 Off Rec, 10, Bank st, Lincoln.  
 REYNOLDS, HERBERT, Leeds, Cabinet Maker April 29 at 11 Off Rec, 21, Bond st, Leeds.  
 RIDE, GEORGE EDWARD, Sheerness, Miller May 6 at 3.30 115, High st, Rochester.  
 ROSE, CHARLES, Jarvis Brooks, Sussex, Florist April 31 at 3 Off Rec, 12a, Marlborough pl, Brighton.  
 SEABRIGHT, ARTHUR CHARLES, Pentwynmawr, nr Newbridge, Mon, Butcher, April 27 at 11 Off Rec, 14, Commercial st, Newport, Mon.  
 SMITH, JOSEPH, Stockport, Cashier, Butcher April 30 at 11 Off Rec, 6, Vernon st, Stockport.  
 STONE, WILLIAM LEIGH JAMES HENRY, Ilford, Essex, Private Secretary April 29 at 3 Off Rec, 14, Bedford Row.  
 TAYLOR, GEORGE HENRY, Dorchester, Dorset April 30 at 12.45 Off Rec, City chambers, Catherine st, Salisbury.  
 THORNTON, JOHN, Lancaster, Tobacconist, April 27 at 11.15 Off Rec, 13, Winckley st, Preston.  
 TYSON, HENRY, Ludford Parva, Lincoln, Cottager April 29 at 12.30 Off Rec, 10, Bank st, Lincoln.  
 WOODCOCK, HENRY, Bridlington, Yorks, Baker April 30 at 4 Off Rec, 43, Westborough, Scarborough.

## ADJUDICATIONS.

ALLISON, WILLIAM FRANCIS, Nottingham, Ironmonger Nottingham Pet April 15 Ord April 15.  
 APPELBYARD, WILLIAM MARRAS, Great Grimsby Great Grimsby Pet April 16 Ord April 16.  
 ARMSTRAD, MATTHEW JOHN, Cambridge, Tailor Cambridge Pet April 15 Ord April 15.  
 BAILEY, FRANK BASS, and ELIZABETH BAILEY, Boston, Linco, Fancy Goods Dealers Boston Pet April 13 Ord April 13.  
 BAIRNBRIDGE, ROBERT ELLIS, Saltburn by the Sea, Yorks, Grocer Middlesbrough Pet Mar 29 Ord April 13.  
 BICKHAM, JAMES, Nelson, Glam, Boot Repairer Pontypridd Pet April 17 Ord April 17.  
 BOOCOCK, JAMES HENRY, Birmingham, Moulding Factor Birmingham Pet Feb 8 Ord April 16.  
 BONNER, JOHN, Whitwick, Leicester, Fishmonger Burton on Trent Pet April 17 Ord April 17.  
 BRAID, MAUD LIZZIE, Norwich, Norwich Pet April 17 Ord April 17.  
 CASTLE, GEORGE, Bioceter, Oxford, Baker Oxford Pet April 16 Ord April 16.  
 CHANFORD, JOHN JAMES, South Shields, Builder Newcastle upon Tyne Pet April 15 Ord April 15.  
 DAVIES, WILLIAM, WILFRED DAVIES, and EDWARD DAVIES, Weymouth, Coal Merchants Dorchester Pet April 17 Ord April 17.  
 DAVISON, JOHN GEORGE, Attercliffe, Sheffield, Blacksmith Sheffield Pet April 17 Ord April 17.  
 DOSTER, LOUIS, Gray's Inn rd High Court Pet April 16 Ord April 17.  
 EDWARDS, HENRY, Rotherham, Yorks, Lodging House Keeper Sheffield Pet April 15 Ord April 15.

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**KIRSHNARDT, MAX**, Clifford st, Bond st, Wine Merchant High Court Pet Mar 6 Ord April 16  
**EPSTEIN, PAULINE**, Derby Nottingham Pet Feb 16 Ord April  
**GALE, FRANK**, Barton Latimer, Northampton, Coal Merchant Northampton Pet April 16 Ord April 16  
**GAMER, DAVID**, Kettlebaston, Suffolk, Farmer Ipswich Pet April 16 Ord April 16  
**GOULDING, JERRY**, Newcastle under Lyme, House/Decorator Hanley Pet April 15 Ord April 15  
**HALLETT, HARRY**, Castleford, Yorks, Newsagent Wakefield Pet April 15 Ord April 15  
**HARRIS, RICHARD**, Fontefract, Yorks, Butcher's Manager Wakefield Pet April 15 Ord April 15  
**HEMSTOCK, FRANCIS ALLEN**, Hexthorpe, Doncaster Journeyman Wheelwright Sheffield Pet April 15 Ord April 15  
**KERLING, WILLIAM THEODORE**, Maidenhead, Berks, Schoolmaster Windsor Pet April 13 Ord April 16  
**KING, JOHN GALLARD**, Torquay, Newsagent Exeter Pet April 16 Ord April 16  
**LAWRENCE, HOWARD JOSEPH CHARLES EVERITT**, Leicester, Blouse Manufacturer Leicester Pet Mar 15 Ord April 16  
**MCCURRY, JOHN FALCONER**, Southend, Essex Chelmsford Pet Feb 23 Ord April 15  
**MACHIN, ALFRED WILLIAM**, Nechells, Birmingham, Butcher Birmingham Pet Mar 20 Ord April 15  
**MARDON, VICTOR ENABUR**, Westcliff on Sea High Court Pet Feb 9 Ord April 15  
**MARRS, HARRY**, Charing Cross rd High Court Pet Feb 28 Ord April 15  
**MARLEN, HENRY**, Chippenham, Wilts Bath Pet April 16 Ord April 16  
**MASSOT, CARLOS B**, Liverpool, Argentine Consul Liverpool Pet Dec 13 Ord April 16  
**NICHOLSON, JOSEPH JOHN**, Leadenhall st, Surgeon High Court Pet Feb 6 Ord April 15  
**PEARCE, FREDERICK ERNEST**, Basinghall st, Merchant's Manager High Court Pet Mar 25 Ord April 13  
**REGAN, JOHN**, Huddersfield, Innkeeper Huddersfield Pet April 17 Ord April 17  
**RIDGER, PETER**, D'Arblay st, Soho, Baker High Court Pet April 11 Ord April 13  
**RHODES, PHILIP**, Chelmsford, Butcher Chelmsford Pet April 16 Ord April 16  
**ROBIN, WILLIAM MARTIN**, Chilcompton, Somerset, Baker Wells Pet Mar 23 Ord April 17  
**SCHISHKA, SIDNEY**, Theobald's rd, Tobaccoist High Court Pet Mar 5 Ord April 13  
**SMITH, JOSEPH**, Stockport, Cheshire, Butcher Stockport Pet Mar 16 Ord April 17  
**TAYLER, F V**, Felixstowe, Suffolk High Court Pet Feb 23 Ord April 15  
**WALBY, JOHN JAMES**, Ewyas Harold, Hereford, Builder Hereford Pet April 15 Ord April 15  
 Amended Notice substituted for that published in the London Gazette of April 2:  
**ABBOTT, FRANCIS GEORGE WHITE**, Worcester, Fruit Grower Worcester Pet April 2 Ord April 2  
 ADJUDICATION ANNULLED.  
**POWELL, FREDERICK AUGUSTUS**, Trinity rd, Wood Green Edmonton Adjud Jan 9, 1907 Annual March 1, 1912  
 London Gazette.—TUESDAY, April 23.  
 RECEIVING ORDERS.  
**BANKS, HENRY**, Bedlington, Surrey, Farmer Croydon Pet April 18 Ord April 18  
**BARRETT, WILLIAM AMOS**, Rugby, Plumber Coventry Pet April 19 Ord April 19  
**BROCKHURST, GEORGE**, Guildford, Farrier Guildford Pet April 18 Ord April 18  
**CAWSE, HENRY**, and JAMES CAWSE, Fradley Junction, nr Lichfield, Staffs, Farmers Walsall Pet April 19 Ord April 19  
**CHARD, FREDERICK WILLIAM**, St John's rd, Fenge, Property Dealer Croydon Pet April 20 Ord April 20  
**CHURCH, JOSEPH DANIEL**, Acle, Norfolk, Corn Dealer Norwich Pet April 18 Ord April 18  
**CRANE, CHARLES EDWARD**, Totteridge, Herts, Farmer Barnet Pet Mar 15 Ord April 18  
**DAVIS, SHIRLEY WADSWORTH**, Duffield, Derby, Commercial Traveller Derby Pet April 19 Ord April 19  
**DUCKETT, ALBAN**, Wharfedale, nr Minthorpe, Westmorland, Farmer Keildal Pet April 20 Ord April 20  
**ROBERTSON, CECIL M**, Pall Mall High Court Pet Feb 2 Ord April 18  
**FILBY, FREDERICK GEORGE**, Norwich, Builder Norwich Pet April 19 Ord April 19  
**HAINES, FRANCIS OLIVER**, Newport, Mon, Grocer Tredgar Pet April 17 Ord April 17  
**HARRISON, WILLIAM**, Wantage, Berks, Architect Oxford Pet April 19 Ord April 19  
**ISAACS, MORRIS BENJAMIN**, Highbury New pk, Canonbury, Fruiteller High Court Pet Mar 25 Ord April 19  
**JOHNSON, JAMES JOHN**, Gravesend, Baker Rochester Pet April 20 Ord April 20  
**LEE, WILLIAM**, and THOMAS LEE, Allendale, Northumberland, Farmers Newcastle upon Tyne Pet April 18 Ord April 18  
**MACLEOD, ROSEAN**, Copthall av, Company Promoter High Court Pet Jan 2 Ord April 17  
**MARWOOD, ELI**, Leeds, Corn Merchant Leeds Pet April 19 Ord April 19  
**MAUGHAN, EDWARD**, Gateshead, Innkeeper Newcastle upon Tyne Pet April 20 Ord April 20  
**MOUSLEY, WILLIAM R**, St James's st, Westminster High Court Pet Jan 13 Ord Feb 21  
**NICHOLAS, BENJAMIN**, and WILLIAM NICHOLAS, Pontardulais, Glam, Builders Swansea Pet Mar 1 Ord April 19  
**NORTON, T E**, Portland, Dorset, Butcher Dorchester Pet Mar 11 Ord April 20  
**FRACOCK, MIRIAM**, Gainsborough, Draper Stockton on Tees Pet April 17 Ord April 17  
**PILKINGTON, THOMAS ALBERT**, Sheffield, Grocer Sheffield Pet April 19 Ord April 20

**BOACH, WALTER HERBERT**, Lowestoft, Baker Great Yarmouth Pet April 19 Ord April 19  
**ROBERSON, HENRY JAMES**, Emsworth, Hants, Picture Frame Maker Portsmouth Pet April 16 Ord April 16  
**STURDS, WILLIAM JAMES**, Alresford, Hants, Farmer Winchester Pet April 13 Ord April 18  
**TAYLOR, SAMUEL**, Huddersfield, Clerk Huddersfield Pet April 18 Ord April 18  
**THOMPSON, PERRY**, Esher, Surrey High Court Pet Feb 29 Ord April 18  
**WILLIS, JOHN G M**, St James's st High Court Pet Mar 26 Ord April 15  
**WILLOUGHBY, LEWIS**, Orange st, Haymarket High Court Pet Mar 20 Ord April 18

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